



NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

Day: Monday
Date: November 27, 2017
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or lmaloney@carson.org, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

3. DISCLOSURES: Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

4. PUBLIC COMMENT: Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

5. APPROVAL OF MINUTES:

5.A (For Possible Action) October 11, 2017 Draft Minutes

6. PUBLIC MEETING ITEM(S):

6.A (For Possible Action) To approve a revised Federal Lands Access Program (FLAP) Project Memorandum of Agreement that documents the responsibilities for the development, construction, and future maintenance of Sierra Vista Lane.

Staff Summary: The revised FLAP grant Memorandum of Agreement updates contact and scheduling information. The original agreement was signed on April 13, 2016, and identifies and assigns certain responsibilities between the Bureau of Land Management, Carson City, and Central Federal Lands Highway Division. The agreement is for the reconstruction of a 2.5-mile portion of Sierra Vista Lane, to improve three parking areas, to add way-finding signs, and to improve recreational access for visitors to Federal lands. The project has 100% design plans and construction is scheduled for spring of 2018.

6.B (For Possible Action) To approve a revised Federal Lands Access Program (FLAP) Project Reimbursement Agreement to reimburse Central Federal Lands Highway Division for five percent of the cost.

Staff Summary: The revised FLAP Project Reimbursement Agreement updates contact information, period of performance, and invoice timing. The original agreement was signed on April 13, 2016, the agreement is between Carson City and Central Federal Lands Highway Division to document the scope of work for reconstructing Sierra Vista Lane, including the required local match, and the financial administration procedures for the grant. The FLAP grant will provide 95% of the funds to reconstruct Sierra Vista Lane, which includes the reconstruction of a 2.5-mile portion of Sierra Vista Lane, to improve three parking areas, to add way-finding signs, and to improve recreational access for visitors to Federal lands.

6.C (For Possible Action) To accept a Bureau of Indian Affairs (BIA) Grant of Easement for Roadway Right-of-Way and agree to pay \$4,150.00 in just compensation to the owners as presented to Carson City by the BIA for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project across Public Domain Allotment CC-398 (also known as APN 010-291-06).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA) and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements. Upon review of the application for right-of-way to BIA, the Allotment owners requested an appraisal and just compensation in exchange for Grant of Easement. The easement was appraised in the amount of \$4,150.00.

6.D (Informational) Update on the acquisition of Right-of-Way from the Bureau of Land Management (BLM) for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project across APN 010-261-05.

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA) and the BLM to secure access for construction and to obtain needed easements for roadway and drainage improvements.

6.E (For Possible Action) To approve a Right of Entry Agreement and accept the donation of a permanent easement and right-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Mark Alan Gregory and Sandra Joyce Guttery Gregory (APN 010-121-36).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA), and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

6.F (For Possible Action) To accept the donation of a permanent easement for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA), and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

6.G (For Possible Action) To ratify Right of Entry Agreements for construction of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Kathi A. Martin (APN 010-121-21), Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25), Bruce A. Miller (APN 010-121-26), Randy W. and Lisa G.F. Jones (APN 010-12-127), Brandon Revocable Trust (APN 010-121-37), Roger G. and Diana L. Preston (APN 010-121-38), and Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA), and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

6.H (For Possible Action) To approve the submission of a Federal Lands Access Program (FLAP) grant application by the Public Works Department for trailhead, roadway, and drainage improvements between the Kings Canyon trailhead and just east of the Canyon Drive and Kings Canyon Road intersection.

Staff Summary: The Nevada Federal Lands Access Program (FLAP) is currently requesting project applications to be submitted no later than December 8, 2017. This program is funded with federal dollars from the Federal Highway Administration (FHWA). The program provides funds for projects that improve access to Federal Lands.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

- 7.A Transportation Manager's Report
- 7.B Street Operations Activity Report
- 7.C Project Status Report
- 7.D Future Agenda Items

8. BOARD COMMENTS (Information only): Status reports and comments from the members of the RTC Board.

9. PUBLIC COMMENT: Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

10. The Next Meeting is Tentatively Scheduled: 4:30 p.m., Wednesday, December 13, 2017, at the Sierra Room - Community Center, 851 East William Street.

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations on Monday, November 20, 2017, before 5:00 p.m.:

City Hall, 201 North Carson Street
Carson City Library, 900 North Roop Street
Community Center, Sierra Room, 851 East William Street
Carson City Public Works, 3505 Butti Way
Carson City Planning Division, 108 E. Proctor Street
Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden
Lyon County Manager's Office, 27 South Main Street, Yerington
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
City Website: www.carson.org/agendas
State Website: <https://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission was scheduled for 4:30 p.m. on Wednesday, October 11, 2017 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
Vice Chairperson Jim Smolenski
Commissioner Lori Bagwell
Commissioner Mark Kimbrough
Commissioner Jack Zenteno

STAFF: Darren Schulz, Public Works Department Director
Lucia Maloney, Transportation Manager
Dirk Goering, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Hailey Lang, Transportation Planner
Dan Stucky, City Engineer
Dan Yu, Deputy District Attorney
Kathleen King, Chief Deputy Clerk

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

1. **CALL TO ORDER AND DETERMINATION OF A QUORUM (5:04:31)** - Chairperson Bonkowski called the meeting to order at 5:04 p.m. Ms. King called the roll; a quorum was present.
2. **AGENDA MANAGEMENT NOTICE (5:05:02)** - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.
3. **DISCLOSURES (5:05:17)** - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.
4. **PUBLIC COMMENT (5:05:37)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.
5. **ACTION ON APPROVAL OF MINUTES - September 13, 2017 (5:06:01)** - Chairperson Bonkowski introduced this item, and entertained suggested revisions. **Commissioner Bagwell moved to approve the minutes, with a previously-noted correction to page 3. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**
6. **PUBLIC MEETING ITEMS:**
 - 6(A) **POSSIBLE ACTION TO APPROVE AMENDMENT NO. 1 TO CONTRACT NO. 1718-046, SOUTH CARSON STREET SURVEY, TO LUMOS AND ASSOCIATES FOR AN ADDITIONAL \$26,560, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$114,510, TO BE FUNDED FROM THE RTC ACCOUNT (5:06:28)** - Chairperson Bonkowski introduced this item, and

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read a prepared disclosure statement into the record. He advised that he would abstain from discussion and action on this item, and passed the gavel to Vice Chairperson Smolenski.

Mr. Stucky noted a correction to the agenda title to indicate that the contract will be funded from the infrastructure tax account. Mr. Stucky reviewed the agenda materials. Vice Chairperson Smolenski entertained questions or comments of the commissioners and the public and, when none were forthcoming, a motion. **Commissioner Bagwell moved to approve Amendment No. 1 to Contract No. 1718-046, South Carson Street Survey, to Lumos and Associates, for an additional \$26,560, for a total not-to-exceed amount of \$114,510, to be funded from the Infrastructure Fund, as outlined in the Lumos letter, dated September 7 and labeled Addendum 1. Commissioner Kimbrough seconded the motion.** Vice Chairperson Smolenski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0-1, Chairperson Bonkowski abstaining.**

6(B) POSSIBLE ACTION TO APPROVE CONTRACT NO. 1718-064, FY 18 CARSON CITY PAVEMENT MANAGEMENT SERVICES, TO DYNATEST NORTH AMERICA, INC. FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$66,790.00, TO BE FUNDED FROM THE CAMPO / UNIFIED PLANNING WORK PROGRAM ACCOUNT (5:10:00) - Chairperson Bonkowski introduced this item, noting that it had also been presented during the CAMPO meeting. Ms. Maloney provided a brief overview, and noted that the CAMPO members had unanimously voted to recommend approval of the contract and expenditure of the funding. Chairperson Bonkowski entertained questions or comments of the commissioners and of the public and, when none were forthcoming, a motion. **Vice Chairperson Smolenski moved to approve Contract No. 1718-064, FY 18 Carson City Pavement Management Services to Dynatest North America, Inc., for a total not-to-exceed amount of \$66,790.00, to be funded from the CAMPO / Unified Planning Work Program Account. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

6(C) POSSIBLE ACTION TO ACCEPT THE DONATION OF PERMANENT EASEMENTS AND RIGHTS-OF-WAY FOR ROADWAY AND ASSOCIATED IMPROVEMENTS NEEDED FOR THE CONSTRUCTION AND MAINTENANCE OF SIERRA VISTA LANE, AS PART OF THE FEDERAL LANDS ACCESS PROGRAM GRANT PROJECT, FROM KATHI A. MARTIN, APN 010-121-21; KAMINSKY / FITZGERALD FAMILY 2002 TRUST, APN 010-121-25; BRUCE A. MILLER, APN 010-121-26; RANDY W. AND LISA G.F. JONES, APN 010-12-127; BRANDON REVOCABLE TRUST, APN 010-121-37; AND ROGER AND DIANA L. PRESTON, APN 010-121-38 (5:11:45) - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. Mr. Goering and Real Property Manager Stephanie Hicks responded to questions of clarification, and extensive discussion ensued. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Vice Chairperson Smolenski moved to accept the donation of permanent easements and rights-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program Grant Project, from Kathi A. Martin; Kaminsky / Fitzgerald Family 2002 Trust; Bruce A. Miller; Randy W. and Lisa G.F. Jones; Brandon Revocable Trust; and Roger G. and Diana L. Preston; and direct that recording of the easements be deferred until such time as all eight easements have been received. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

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7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

7(A) STREET OPERATIONS ACTIVITY REPORT (5:28:55) - Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the agenda materials. Commissioner Bagwell thanked Ms. Maloney for the additional detail in the report. Chairperson Bonkowski entertained additional questions or comments; however, none were forthcoming.

7(B) PROJECT STATUS REPORT (5:29:55) - Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming.

7(C) FUTURE AGENDA ITEMS (5:34:01) - Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the tentative agenda for the November meeting.

8. COMMISSIONER COMMENTS (5:35:51) - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.

9. PUBLIC COMMENT (5:36:05) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

10. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY, NOVEMBER 8, 2017 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET, CARSON CITY, NEVADA (5:36:19) - Chairperson Bonkowski read this information into the record.

11. ACTION ON ADJOURNMENT (5:36:28) - Chairperson Bonkowski adjourned the meeting at 5:36 p.m.

The Minutes of the October 11, 2017 Carson Area Metropolitan Planning Organization meeting are so approved this _____ day of November, 2017.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To approve a revised Federal Lands Access Program (FLAP) Project Memorandum of Agreement that documents the responsibilities for the development, construction, and future maintenance of Sierra Vista Lane.

Staff Summary: The revised FLAP grant Memorandum of Agreement updates contact and scheduling information. The original agreement was signed on April 13, 2016, and identifies and assigns certain responsibilities between the Bureau of Land Management, Carson City, and Central Federal Lands Highway Division. The agreement is for the reconstruction of a 2.5-mile portion of Sierra Vista Lane, to improve three parking areas, to add way-finding signs, and to improve recreational access for visitors to Federal lands. The project has 100% design plans and construction is scheduled for spring of 2018.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

Move to approve a revised Federal Lands Access Program (FLAP) Project Memorandum of Agreement that documents the responsibilities for the development, construction, and future maintenance of Sierra Vista Lane.

Previous Action

At the April 13, 2016 meeting, the RTC approved the initial project Memorandum of Agreement.

Background/Issues & Analysis

The project was originally scheduled to be constructed in the fall of 2017, however, the schedule got extended due design and right-of-way needs. The agreement revisions include changes to the contact information (sections L and N) and scheduling dates (section H).

Applicable Statute, Code, Policy, Rule or Regulation - N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Undesignated Projects 250-3035-431.71-99

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The proposed agreement accepts certain responsibilities to be completed by Carson City staff for an additional length of time. The fiscal impact associated with the local match is identified in the reimbursement agreement as a separate item.

Alternatives - N/A

Supporting Material

- Revised FLAP Project Memorandum of Agreement

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: NV FLAP 100(1) Sierra Vista Lane

Project Route: Sierra Vista Lane

State: Nevada

Counties: Carson City

Manager of Federal Lands to which the Project Provides Access: Bureau of Land Management
– Carson City District

Entity with Title or Maintenance Responsibility for Facility: Carson City and Bureau of Land Management

Type of Work: (short description of project, e.g.)

Reconstruction of approximately 2.5 miles of Sierra Vista Lane.
Improvements to three existing parking areas along Sierra Vista Lane.
Minor widening and improved sight distance.
Improvements to roadside drainage and drainage facilities.
NEPA documentation and environmental permitting
Preliminary Engineering (including survey, materials recommendations, and design), and Construction Engineering

This Agreement does not obligate (commit to) the expenditure of federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: CFLHD, Sierra Front Field Office of the Bureau of Land Management, Carson City.

The Program Decision Committee approved this project on December 15, 2015.

AGREED:

Brad Bonkowski, Carson City Regional Transportation Commission Date

Bryant Smith, Field Manager, Bureau of Land Management, Sierra Front Field Office Date

Judy Salomonson, Chief of Business Operations, FHWA-CFLHD Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Carson City agrees to provide a matching share equal to 5% of the total cost of the project, as detailed more fully in Section J below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, 43 U.S.C. §1737 and Carson City.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Carson City has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at their expense.

An approximately 0.25 mile section of Sierra Vista Lane is managed by the Sierra Front Field Office of the Bureau of Land Management (BLM). However, long term maintenance of this section is expected to be completed by Carson City. BLM and Carson City are currently in the process of developing a Road Maintenance Agreement.

An approximately 0.36 mile section of Sierra Vista Lane is located on a Bureau of Indian Affairs allotment. However, Carson City is in the process to secure the appropriate access and maintenance responsibilities.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Carson City has coordinated project development with the BLM. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the BLM.

E. PROJECT BACKGROUND/SCOPE

The project will reconstruct a 2.5 mile portion of Sierra Vista Lane and provide three improved parking areas with way finding signs to improve recreational access for visitors to Federal lands and in turn improve the quality of life for Carson City residents desiring to recreate on Federal lands. The road is constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions, erosion impairment to water quality, and the inefficient use of

Federal lands. The Sierra Vista Lane transportation facility provides access to two recreational destinations, the Carson River and the Pine Nut Mountains. The Pine Nut Mountain Range is a north south range that spans approximately 40 miles, offering a range of recreational opportunities, including equestrian, motorized, and non-motorized uses. Much of the Pine Nut Mountain Range is managed by the Bureau of Land Management. Sierra Vista Lane provides access to an internal Off-Highway Vehicle (OHV) trail system, with countless miles of trails that span the following three Counties: Carson City, Douglas, and Lyon.

The purpose of this project is to create safe and improved access to Federal lands. Sierra Vista Lane is in need of reconstruction because it was originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions. The safety hazards of the roadway include: uneven pavement, potholes, crumbling shoulders, longitudinal cracking, washed out and narrow road sections due to undersized drainage facilities, roadway flooding, and a lack of striping and signing. The inadequate drainage facilities are impacting erosion, which is degrading the roadway and transporting sediment into the Carson River.

At the present time, access to the Pine Nut Mountain Range and Carson River is dispersed in this general area. Sierra Vista Lane has multiple access points for all types of Federal land users including equestrian, motorized, and non-motorized uses. Carson City recognizes the importance of access to recreational sites for all its approximately 54,000 residents. One of the goals of Carson City's Master Plan is to expand the City's Open Space network. The access points along Sierra Vista Lane access a larger unimproved internal road system, approximately 0.5 miles away. This system provides access to all of the Pine Nut Mountain Range. The project will create a safe and fully functional recreational access area. If Sierra Vista Lane is not improved, roadway users will continue to shy away from accessing and utilizing Federal lands along this road due to the rapid deterioration.

A major storm occurred in 1997, approaching a 100-year storm event, which almost flooded out Sierra Vista Lane in some reaches. The City performed some stabilization efforts to maintain the road. A severe rainstorm in 2011 flooded the roadway, leaving significant amounts of debris and mud on the roadway, making Sierra Vista Lane impassable. After significant rain events, maintenance crews respond to perform emergency repairs and roadway clearing to ensure emergency access is maintained



F. PROJECT BUDGET

Item	Estimate (\$)	Comments
Scoping	\$38,450	
Preliminary Eng. (PE)	\$515,790	
Construction (CN)	\$3,780,000	Includes 25% contingency
Construction Eng. (CE)	\$459,000	
Total	\$4,793,240	

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> • Prepare NEPA environmental documents and make project decisions based on the NEPA documents • Subject to the NEPA decisions, <ul style="list-style-type: none"> ▪ Obtain permits required for Federally constructed projects (includes all federal and state permits) ▪ Prepare the PS&E ▪ Construct the project 	

Responsible Party	Product/Service/Role	Comments
Carson City	<ul style="list-style-type: none"> • Obtain permits other than those required for Federal constructed projects (includes all city permits) • Coordination, agreements and costs associated with utilities and right-of-way • Attend reviews and meetings • Develop a public information program in coordination with FHWA and BLM as required • Provide data on traffic, accidents, material sources, etc. • Provide any existing topographic or aerial mapping • Review plans and specifications at each phase of the design and provide project development support • If required, collaborate with FHWA, BLM, and other agencies • Assume responsibility of the NPDES permit after project completion • Provide long term maintenance and operation of the facility • Coordinate all issues with land ownership through BLM, if required 	<ul style="list-style-type: none"> • Right of way, including right of entry for construction and any temporary construction easements must be obtained prior to advertising for construction
BLM – Carson City District	<ul style="list-style-type: none"> • Coordinate any necessary authorizations to Carson City to conduct project on BLM managed lands, Coordinate land ownership issues with Carson City, if required • Attend reviews and meetings • Review plans and specifications at each phase of the design • If required, collaborate with FHWA, Carson City, and other agencies • Coordinate with Carson City to develop agreement for long-term maintenance of the BLM managed portion of the road 	

H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
FHWA-CFLHD	NEPA	4/2016 – 2/2017	
FHWA-CFLHD	Survey	4/2016 – 6/2016	
FHWA-CFLHD	30% Design	5/2016 – 9/2016	
FHWA-CFLHD	95% Design	10/2016 - 3/2017	
FHWA-CFLHD	Final PS&E Documents	3/2017	
FHWA-CFLHD	Advertise and Award	10/2017 – 12/2017	30 day solicitation
FHWA-CFLHD	Construction	1/2018 – 5/2018	Assume 5 months

I. PROPOSED DESIGN STANDARDS Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	Manual on Uniform Traffic Control Devices, A Policy on Geometric Design of Highways and Streets, AASHTO Roadside Design Guide, Guidelines for Geometric Design of Very Low – Volume Local Roads (ADT<400), AASHTO, 2001, Carson City design standards	
Functional Classification	Local Road	
Surface Type	Asphalt Concrete Pavement	
Design Volume	<400	

J. FUNDING

Fund Source	Amount	Comments
Title 23 program funds-Federal Lands Access Program (FLAP)	\$4,553,578	
Local Matching Share – Carson City	\$239,662	5%*
TOTAL	\$4,793,240	

*Local match includes \$2,500 contributed to project scoping.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements will be detailed in a separate reimbursable agreement between CFLHD and Carson City. Funding for this project will be satisfied with non-federal Title 23 or 49 funds following the expenditure of project Federal Lands Access Program funds by CFLHD.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name/Title	Organization	Address/Phone Number/Email
Dirk Goering/Transportation Planner	Carson City Public Works Dept.	3505 Butti Way, Carson City, Nevada 89701 (775) 283-7431, Dgoering@carson.org
Victoria Wilkins / Assistant Field Manager	Bureau of Land Management – Carson City District	5665 Morgan Mill Rd, Carson City, NV 89701 (775) 885-6198, vwilkins@blm.gov
Doug Smith / Project Manager	CFLHD	FHWA Central Federal Lands Highway Division 12800 West Dakota Ave, Suite 380 Lakewood, CO 80228 (720) 963-3435, doug.w.smith@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA - CFLHD	Carson City	BLM	Time
Doug Smith Project Manager 720-963-3435	Dirk Goering 775-283-7431	Victoria Wilkins 775-885-6198	5 Working days
Gary Strike Branch Chief, Project Management 720-963-3464	Lucia Maloney, Transportation Manager 775-283-7396	Bryant D. Smith Acting Field Manager 775-885-6172	5 Working days

FHWA - CFLHD	Carson City	BLM	Time
Curtis Scott Director, Project Delivery 720-963-3558	Darren Schulz, Public Works Director 775-283-7391	Associate District Manager 775-885-6000	10 Working days
Ricardo Suarez CFLHD Division Engineer 720-963-3448	Nick Marano, City Manager 775-887-2260	Ralph Thomas District Manager 775-885-6000	10 Working days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To approve a revised Federal Lands Access Program (FLAP) Project Reimbursement Agreement to reimburse Central Federal Lands Highway Division for five percent of the cost.

Staff Summary: The revised FLAP Project Reimbursement Agreement updates contact information, period of performance, and invoice timing. The original agreement was signed on April 13, 2016, the agreement is between Carson City and Central Federal Lands Highway Division to document the scope of work for reconstructing Sierra Vista Lane, including the required local match, and the financial administration procedures for the grant. The FLAP grant will provide 95% of the funds to reconstruct Sierra Vista Lane, which includes the reconstruction of a 2.5-mile portion of Sierra Vista Lane, to improve three parking areas, to add way-finding signs, and to improve recreational access for visitors to Federal lands.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

Move to approve a revised Federal Lands Access Program (FLAP) Project Reimbursement Agreement to reimburse Central Federal Lands Highway Division for five percent of the cost.

Previous Action

At the April 13, 2016 meeting, the RTC approved the initial Project Reimbursement Agreement.

Background/Issues & Analysis

The project was originally scheduled to be constructed in the fall of 2017, however, the schedule got extended due design and right-of-way needs. The agreement revisions include changes to the contact information (page 1 and sections VI), period of performance dates (page 1 and section V), and conflicting invoicing information (section IV).

Applicable Statute, Code, Policy, Rule or Regulation - N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account names/numbers:

- FY 2017 250-3035-431.78-65 – FLAP Sierra Vista Lane Local Share
- FY 2018 250-3035-431.78-65 – FLAP Sierra Vista Lane Local Share
- FY 2018 250.3035-431.71-99 – Undesignated Projects

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The revised agreement does not increase the City’s reimbursement requirements. \$200,000 has been budgeted for the project over fiscal years 2017 and 2018. As the project nears completion, final costs including local match remainder, staff time, and right-of-way acquisition will be augmented from the RTC Capital Projects account to the appropriate construction account.

Alternatives - N/A

Supporting Material

- Revised FLAP Project Reimbursement Agreement

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

DTFH68-15-E-00066, Modification 002

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Carson City Regional Transportation Commission 3505 Butti Way Carson City, Nevada 89701	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
TIN: 886000189 DUNS: 07378152	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Jason Link Address: 201 North Carson Street, Suite 3 Carson City, NV 89701 Phone: 775-283-7142 E-mail: jlink@carson.org	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 802 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Lucia Maloney Address: 3505 Butti Way Carson City, NV 89701 Phone: 775-283-7396 E-mail: lmaloney@carson.org	Name: Doug Smith Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3435 E-mail: doug.w.smith@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: See date of signature below To: June 1, 2019	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Agreement Amount: \$5,000.00 Modification #001: \$234,662.00 <u>Modification #002: \$0.00</u> TOTAL AGREEMENT AMOUNT: \$239,662	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES
See attached SOW

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature _____ Date _____ Brad Bonkowski Title Regional Transportation Commission Chairperson	Signature _____ Date _____ Title Contracting Officer

Statement of Work for Agreement DTFH68-15-E-00066, Modification 002
October 23, 2017

- I. Introduction: Carson City will provide funding for development of preliminary engineering (PE), construction engineering (CE), and construction (CN) to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the NV FLAP 100(1) Sierra Vista Lane project. Carson City shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency. Funding in the amount of \$2,500 was previously provided by Carson City for the scoping report and project delivery plan under Reimbursable Agreement No. DTFH68-15-E-00066. The Program Decision Committee approved this project on December 15, 2015.

- II. Location: Sierra Vista Lane, Carson City, Nevada

- III. Work Required: For the NV FLAP 100(1) Sierra Vista Lane project, as selected by the Programming Decisions Committee (PDC) in the state of Nevada, develop contract (plans, specifications, and estimate) for the advertisement, NEPA, permitting, and award of a construction project to complete this work. Provide contract administration and construction engineering services.

The project is to begin at the intersection of Sierra Vista Lane and Pinion Hills Road and proceeds south approximately 2.5 miles. The project application indicates a roadway 24 feet in width surfaced with asphalt and 3 improved parking lots. (See the Nevada Access Program Project Application dated April 8, 2015 and Project Delivery Plan (PDP) from December 2015).

This Agreement does not obligate (commit to the expenditure of) Federal funds nor does it commit the parties to complete the project. This agreement documents the intent of the parties, sets forth the anticipated responsibilities of each in the scoping of the project and commits the Requesting Agency to provide its share of costs in the scoping of the project. The parties understand that any final decision as to design and construction will be made by the PDC after completion of the scoping report, project agreement, project delivery plan and any environmental analysis required under the National Environmental Policy Act. Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project and a change in Congressional authorization.

- IV. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund preliminary engineering (including NEPA compliance), construction and construction engineering as follows:

Item	Estimate (\$)	Comments
Scoping	\$38,450	
Preliminary Eng. (PE)	\$515,790	

Statement of Work for Agreement DTFH68-15-E-00066, Modification 002
October 23, 2017

Item	Estimate (\$)	Comments
Construction (CN)	\$3,780,000	Includes 25% contingency
Construction Eng. (CE)	\$459,000	
Total	\$4,793,240	

Fund Source	Amount	Comments
Title 23 program funds- Federal Lands Access Program (FLAP)	\$4,553,578	
Local Matching Share – Carson City	\$239,662	5%*
TOTAL	\$4,793,240	

*Local match includes \$2,500 contributed to project scoping.

An estimated total of \$4,553,578 will be provided in FLAP funds for PE, CE, and CN. Carson City will provide a total of \$239,662 in local match funds towards PE, CE, and CN. Funding in the amount of \$2,500 was previously provided by Carson City for the scoping report and project delivery plan development under the original Reimbursable Agreement No. DTFH68-15-E-00066. Modification #001 for this Agreement added in PE, CE, and CN work. Modification #001 increased the Agreement by \$234,662.

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

- V. Period of Performance: All work associated with this agreement will be completed no later than June 1, 2019.
- VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Doug Smith, Project Manager. Mr. Smith can be contacted at 720-963-3435 or doug.w.smith@dot.gov.

Carson City Point of Contact for this Agreement is Ms. Lucia Maloney. Ms. Maloney can be contacted at 775-283-7396.

VII. Roles and Responsibilities

Refer to the Project Memorandum of Agreement dated April 13, 2016 for additional Roles and Responsibilities.

FHWA, Central Federal Lands Highway Division will:

Statement of Work for Agreement DTFH68-15-E-00066, Modification 002
October 23, 2017

- Manage the overall effort on this agreement regarding scope, schedule, and budget in coordination with Carson City;

Carson City will:

- Provide funding as referenced in this document.

VIII. Financial Administration:

A. **Total Agreement Amount:** Not to exceed \$239,662

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

The Servicing Agency will invoice the Requesting Agency on a monthly basis for funding expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the construction contract) and progress payments made to the construction contractor. The local match amount for this work is estimated at \$239,662. Any remaining balance will be billed at the final closeout of the construction contract or at the resolution of any disputes or claims.

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Carson City will provide \$239,662 in local match funding requested for this project through construction contract completion, closeout, and resolution of any disputes in an amount not to exceed the amount stated in this Agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. **Method of Billing:**

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match

Statement of Work for Agreement DTFH68-15-E-00066, Modification 002
October 23, 2017

funding requirements.

The Project Status Report will be provided on a quarterly basis during preliminary engineering and monthly during construction.

The Servicing Agency requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number **DTFH68-15-E-00066**.

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payable to DOT FHWA. Send to the following address for Paper Check Conversion (PCC) processing:

Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-324/HQ Room 181
6500 S. MacArthur Blvd
Oklahoma City, OK 73169

Statement of Work for Agreement DTFH68-15-E-00066, Modification 002
October 23, 2017

Notice to customers making payment by check:

- Please notify cfl.finance@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (PCCOTC.GOV), or call toll free; at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Agreement Completion: When the Requesting Agency has received all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.
- XI. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To accept a Bureau of Indian Affairs (BIA) Grant of Easement for Roadway Right-of-Way and agree to pay \$4,150.00 in just compensation to the owners as presented to Carson City by the BIA for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project across Public Domain Allotment CC-398 (also known as APN 010-291-06).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA) and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements. Upon review of the application for right-of-way to BIA, the Allotment owners requested an appraisal and just compensation in exchange for Grant of Easement. The easement was appraised in the amount of \$4,150.00.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to accept a Bureau of Indian Affairs (BIA) Grant of Easement for Roadway Right-of-Way and agree to pay \$4,150.00 in just compensation to the owners as presented to Carson City by the BIA for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project across Public Domain Allotment CC-398 (also known as APN 010-291-06).

Background/Issues & Analysis

Due to discrepancies between the existing roadway and access/drainage easements for Sierra Vista Lane, the Public Works Department needs to obtain appropriate easements from private property owners, BIA Allotment property owners, and BLM prior to moving forward with construction.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Streets Maintenance 256

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Funds are available in the account for maintenance responsibilities.

Alternatives

Do not to accept Grant of Easement for Roadway Right-of-Way.

Supporting Material

Grant of Easement for Roadway Right-of-Way presented to Carson City by the Bureau of Indian Affairs across Public Domain Allotment CC-398 (also known as APN 010-291-06).

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

TRACT No.: CC-398
Type of ROW: Roadway
ROW No. _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

GRANT OF EASEMENT FOR ROADWAY RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, Acting by and through the Superintendent, Western Nevada Agency, Bureau of Indian Affairs ("BIA"), Department of the Interior, 311 E. Washington St., Carson City, Nevada, 89701, for and on behalf of the **Individual Indian Landowners of Public Domain Allotment 672 CC-398** ("Owners"), hereinafter referred to as "GRANTOR", pursuant to the authority delegated to the Assistant Secretary-Indian Affairs by 209 DM 8, to the Director of BIA by 230 DM 1, to the Western Regional Director by 3 IAM 4, and to the Superintendent by historic Phoenix Area Re-Delegation in 10 BIAM, and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC §§ 323-328), and Title 25 *Code of Federal Regulations* Part 169, which by reference are made a part hereof, in consideration of a sum in the amount of \$ 4,150.00 payable to the Owners, DOES HEREBY APPROVE a grant of easement to the City of Carson City, acting by and through its Public Works Department, of 3505 Butti Way, Carson City, Nevada 89701-3498, its successors and assigns, hereinafter referred to as "GRANTEE", an easement for the reconstruction of Sierra Vista Lane in its present location to include paving, signage, fencing, drainage and maintenance. To be embraced within a right-of-way in five segments crossing Public Domain Allotment CC-398, which has been agreed to and stated in individual owner consents, and made part of this grant of easement situated on the following described land:

SERVIENT PARCEL:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW $\frac{1}{4}$ SE $\frac{1}{4}$) AND THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER (E $\frac{1}{2}$ SE $\frac{1}{4}$) OF SECTION 35, TOWNSHIP FIFTEEN NORTH (T15N), RANGE TWENTY EAST (R20E), MOUNT DIABLO BASE AND MERIDIAN (M.D.B.&M.), CARSON CITY, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SAID SECTION 35 AND SECTION 36, T15N, R20E, AND SECTION 1 AND SECTION 2, T14N, R20E, MARKED BY A GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

THENCE, ALONG THE TOWNSHIP LINE, NORTH 88° 59' 38" WEST, A DISTANCE OF 1321.25 FEET TO THE EAST ONE-SIXTEENTH (E1/16) CORNER COMMON TO SAID SECTIONS 35 AND 2;

THENCE, DEPARTING SAID TOWNSHIP LINE, ALONG THE EAST ONE-SIXTEENTH (1/16) SECTION LINE, NORTH 00° 51' 58" EAST, A DISTANCE OF 1316.84 FEET TO THE SOUTHEAST ONE-SIXTEENTH (SE1/16) CORNER OF SAID SECTION 35, MARKED BY A ONE INCH IRON PIPE;

THENCE, DEPARTING SAID EAST 1/16 LINE, ALONG THE SOUTH 1/16 LINE, NORTH 89° 08' 17" WEST, A DISTANCE OF 1320.17 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH (CS1/16) CORNER OF SAID SECTION 35, MARKED BY A 5/8 INCH REBAR AND CAP, HEREAFTER REFERED TO AS POINT B;

THENCE, DEPARTING SAID SOUTH 1/16 LINE, ALONG THE CENTER OF SECTION LINE, NORTH 00° 54' 47" EAST, A DISTANCE OF 1313.51 FEET TO THE CENTER OF SAID SECTION 35;

THENCE, DEPARTING SAID NORTH/SOUTH CENTER OF SECTION LINE AND ALONG THE EAST/WEST CENTER OF SECTION LINE OF SAID SECTION 35, SOUTH 89° 16' 57" EAST, A DISTANCE OF 1319.09 FEET TO THE CENTER-EAST ONE-SIXTEENTH (CE1/16) CORNER OF SAID SECTION 35, MARKED BY A 5/8 INCH REBAR;

THENCE, DEPARTING SAID EAST/WEST CENTER OF SECTION LINE AND ALONG THE EAST SECTION LINE, SOUTH 00° 49' 10" WEST, A DISTANCE OF 2640.32 FEET, TO THE POINT OF BEGINNING.

CONTAINING 119.76 ACRES, MORE OR LESS.

LEASE AREA A:

BEGINNING AT THE AFORMENTIONED E 1/16 CORNER;

THENCE ALONG SAID EAST 1/16 SECTION LINE OF SECTION 35, NORTH 00° 51' 58" EAST, A DISTANCE OF 22.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO SAID POINT BEARS SOUTH 73° 56' 14" WEST;

THENCE DEPARTING SAID EAST 1/16 SECTION LINE, SOUTHEASTERLY A DISTANCE OF 18.42 FEET ALONG THE ARC OF A 200.05 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 05° 16' 32";

THENCE, SOUTH 21° 20' 18" EAST, A DISTANCE OF 5.05 FEET TO A POINT ON THE AFOREMENTIONED TOWNSHIP LINE;

THENCE ALONG SAID TOWNSHIP LINE, NORTH 88° 59' 38" WEST, A DISTANCE OF 8.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 84 SQUARE FEET, MORE OR LESS.

LEASE AREA B:

COMMENCING AT THE AFOREMENTIONED E 1/16 CORNER;

THENCE ALONG SAID EAST 1/16 SECTION LINE OF SECTION 35, NORTH 00° 51' 58" EAST, A DISTANCE OF 337.37 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EAST 1/16 LINE, NORTH 00° 51' 58" EAST, A DISTANCE OF 126.99 FEET;

THENCE, DEPARTING SAID EAST 1/16 LINE, SOUTH 07° 11' 13" EAST, A DISTANCE OF 18.04 FEET;

THENCE, SOUTH 37° 35' 44" EAST, A DISTANCE OF 35.39 FEET;

THENCE, SOUTH 01° 52' 38" WEST, A DISTANCE OF 10.75 FEET;

THENCE, SOUTH 18° 11' 35" WEST, A DISTANCE OF 60.20 FEET;

THENCE, SOUTH 26° 47' 13" WEST, A DISTANCE OF 14.68 FEET TO A POINT ON SAID EAST 1/16 LINE AND THE POINT OF BEGINNING;

CONTAINING 1,587 SQUARE FEET, MORE OR LESS.

LEASE AREA C:

COMMENCING AT THE AFOREMENTIONED E 1/16 CORNER;

THENCE ALONG SAID EAST 1/16 SECTION LINE SECTION 35, NORTH 00° 51' 58" EAST, A DISTANCE OF 615.87 FEET TO A POINT ON SAID EAST 1/16 LINE AND THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EAST 1/16 LINE, NORTH 00° 51' 58" EAST, A DISTANCE OF 306.54 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO SAID POINT BEARS SOUTH 09° 36' 59" WEST;

THENCE, DEPARTING SAID EAST 1/16 LINE, EASTERLY A DISTANCE OF 46.13 FEET ALONG THE ARC OF A 57.70 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 45° 48' 13";

THENCE, SOUTH 00° 51' 58" WEST, A DISTANCE OF 32.33 FEET;

THENCE, SOUTH 25° 09' 48" WEST, A DISTANCE OF 38.25 FEET;

THENCE, SOUTH 05° 32' 23" WEST, A DISTANCE OF 100.21 FEET;

THENCE, SOUTH 07° 52' 02" WEST, A DISTANCE OF 39.63 FEET;

THENCE, SOUTH 10° 25' 35" WEST, A DISTANCE OF 60.07 FEET;

THENCE, SOUTH 06° 11' 01" WEST, A DISTANCE OF 52.10 FEET TO A POINT ON SAID EAST 1/16 LINE AND THE POINT OF BEGINNING.

CONTAINING 6,028 SQUARE FEET, MORE OR LESS.

LEASE AREA D:

BEGINNING AT THE AFOREMENTIONED CS 1/16 CORNER;

THENCE, ALONG SAID NORTH/SOUTH CENTER OF SECTION LINE OF SECTION 35, NORTH 00° 54' 47" EAST, A DISTANCE OF 22.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO SAID POINT BEARS SOUTH 59° 01' 02" WEST;

THENCE, DEPARTING SAID CENTER OF SECTION LINE, SOUTH EASTERLY A DISTANCE OF 30.18 FEET ALONG THE ARC OF A 75.02 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 23° 32' 01" TO A POINT ON AFOREMENTIONED SOUTH 1/16 LINE OF SECTION 35;

THENCE, ALONG SAID SOUTH 1/16 LINE, NORTH 89° 08' 17" WEST, A DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 202 SQUARE FEET, MORE OR LESS.

LEASE AREA E:

COMMENCING AT THE AFOREMENTIONED CENTER-SOUTH 1/16 CORNER;

THENCE, ALONG SAID NORTH/SOUTH CENTER OF SECTION LINE OF SEC 35, NORTH 00° 54' 47" EAST, A DISTANCE OF 812.40 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID NORTH/SOUTH CENTER OF SECTION LINE, NORTH 00° 54' 47" EAST, A DISTANCE OF 104.81 FEET;

THENCE, DEPARTING SAID CENTER OF SECTION LINE, NORTH 69° 00' 14" EAST, A DISTANCE OF 39.22 FEET;

THENCE, NORTH 55° 14' 12" EAST, A DISTANCE OF 37.20 FEET;

THENCE, NORTH 77° 08' 51" EAST, A DISTANCE OF 43.56 FEET;

THENCE, NORTH 55° 25' 47" EAST, A DISTANCE OF 18.84 FEET;

THENCE, NORTH 53° 54' 00" EAST, A DISTANCE OF 33.55 FEET;

THENCE, NORTH 49° 02' 44" EAST, A DISTANCE OF 32.01 FEET;

THENCE, NORTH 58° 59' 23" EAST, A DISTANCE OF 16.45 FEET;

THENCE, NORTH 46° 14' 45" EAST, A DISTANCE OF 58.19 FEET;

THENCE, NORTH 47° 09' 19" EAST, A DISTANCE OF 170.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, NORTHEASTERLY A DISTANCE OF 180.83 FEET, ALONG THE ARC OF A 319.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 32° 27' 40";

THENCE, NORTH 79° 37' 00" EAST, A DISTANCE OF 70.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, NORTHEASTERLY A DISTANCE OF 73.24 FEET ALONG THE ARC OF A 115.50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 36° 19' 45" TO A POINT ON AFOREMENTIONED EAST/WEST CENTER OF SECTION LINE OF SECTION 35;

THENCE, ALONG SAID EAST/WEST CENTER OF SECTION LINE, SOUTH 89° 16' 57" EAST, A DISTANCE OF 60.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, A RADIAL LINE TO SAID POINT BEARS SOUTH 61° 37' 15" EAST;

THENCE, DEPARTING SAID EAST/WEST CENTER OF SECTION LINE, SOUTHWESTERLY A DISTANCE OF 146.14 FEET, ALONG THE ARC OF A 165.03 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 50° 44' 20";

THENCE, SOUTH 79° 07' 34" WEST, A DISTANCE OF 68.13 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, SOUTHWESTERLY A DISTANCE OF 153.27 FEET, ALONG THE ARC OF A 275.06 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 31° 55' 35";

THENCE, SOUTH 47° 11' 59" WEST, A DISTANCE OF 171.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, SOUTHWESTERLY A DISTANCE OF 147.26 FEET, ALONG THE ARC OF A 1,025.21 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 08° 13' 48";

THENCE, SOUTH 55° 25' 47" WEST, A DISTANCE OF 114.90 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY A DISTANCE OF 81.42 FEET ALONG THE ARC OF A 325.07 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 14° 21' 05" TO THE POINT OF BEGINNING.

CONTAINING 44,902 SQUARE FEET, MORE OR LESS.

Total easement containing 52,803 square feet, more or less.

BASIS OF BEARING, South 06° 21' 14" West between Carson City Control Monuments CC048 and CC049 as show on Record of Survey Map No. 2749 Recorded August 11, 2010 in the official records of Carson City, Nevada, as File No. 403425. Coordinates show are modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994 (NAD

83/91) determined using real time kinematic GPS (RTK GPS) observations and a combined grid to ground factor = 1.0002100141. All distances show herein are ground values.

TO HAVE AND TO HOLD the said easement and right-of-way unto GRANTEE and its successors and assigns subject to the following provisions:

1. To construct and maintain the right-of-way in a workmanlike manner.
2. To pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
3. To indemnify, the landowners and authorized uses and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. To restore the lands and nearly as may be possible to their original condition upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted.
5. To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
6. To take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
7. To do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.

8. To build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
9. That upon revocation or termination of the right-of-way, the applicant shall, so far as in reasonably possible, restore the land to its original condition. The determination of “reasonably possible” is subject to Secretary’s approval.
10. To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
11. That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
12. During the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
13. GRANTOR consents to the right-of-way only for the purpose stated herein and reserves its right to exercise dominion and control over the property subject to said right-of-way.
14. GRANTOR does not consent to, and this right-of-way shall not, and does not provide any control or jurisdiction over the property to the State of Nevada, or any other local government.
15. Upon completion of construction, GRANTEE shall submit Engineer’s Certificate of Completion to GRANTOR/BIA.

This Grant of Easement is subject to any prior valid existing rights or adverse claims and is valid for the term of **perpetual** beginning upon approval by the Superintendent. This right-of-way is valid so long as it shall be used for the purpose above specified:

Provided, that this right-of-way shall be terminable in whole or in part by GRANTOR for any of the following causes upon thirty (30) days written notice and failure of GRANTEE within said notice period to correct the basis for termination pursuant to 25 CFR §169.20;

- A. Failure to comply with any terms or conditions of the grant or the applicable federal regulations;
- B. A non-use of the right-of-way for a consecutive two (2) year period for the purpose for which the right-of-way was granted;
- C. An abandonment of said right-of-way.

The terms and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Easement for Right-of-Way for Roadway reconstruction and maintenance this 31st day of October, 2017.

United States of America

BY: 

**Robert J. Eben, Superintendent
United States Department of the Interior,
Bureau of Indian Affairs, Western Nevada Agency**

ACKNOWLEDGEMENT

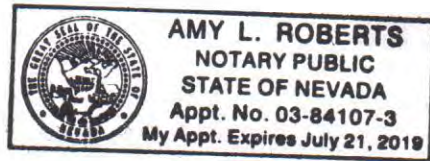
State of Nevada)
)ss,
County of Carson City)

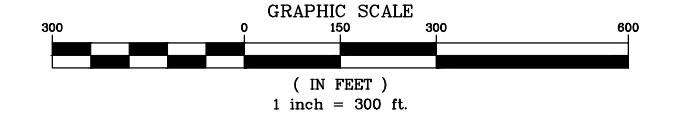
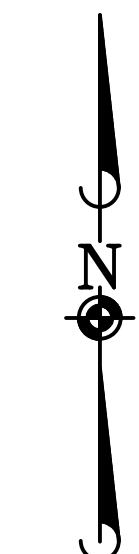
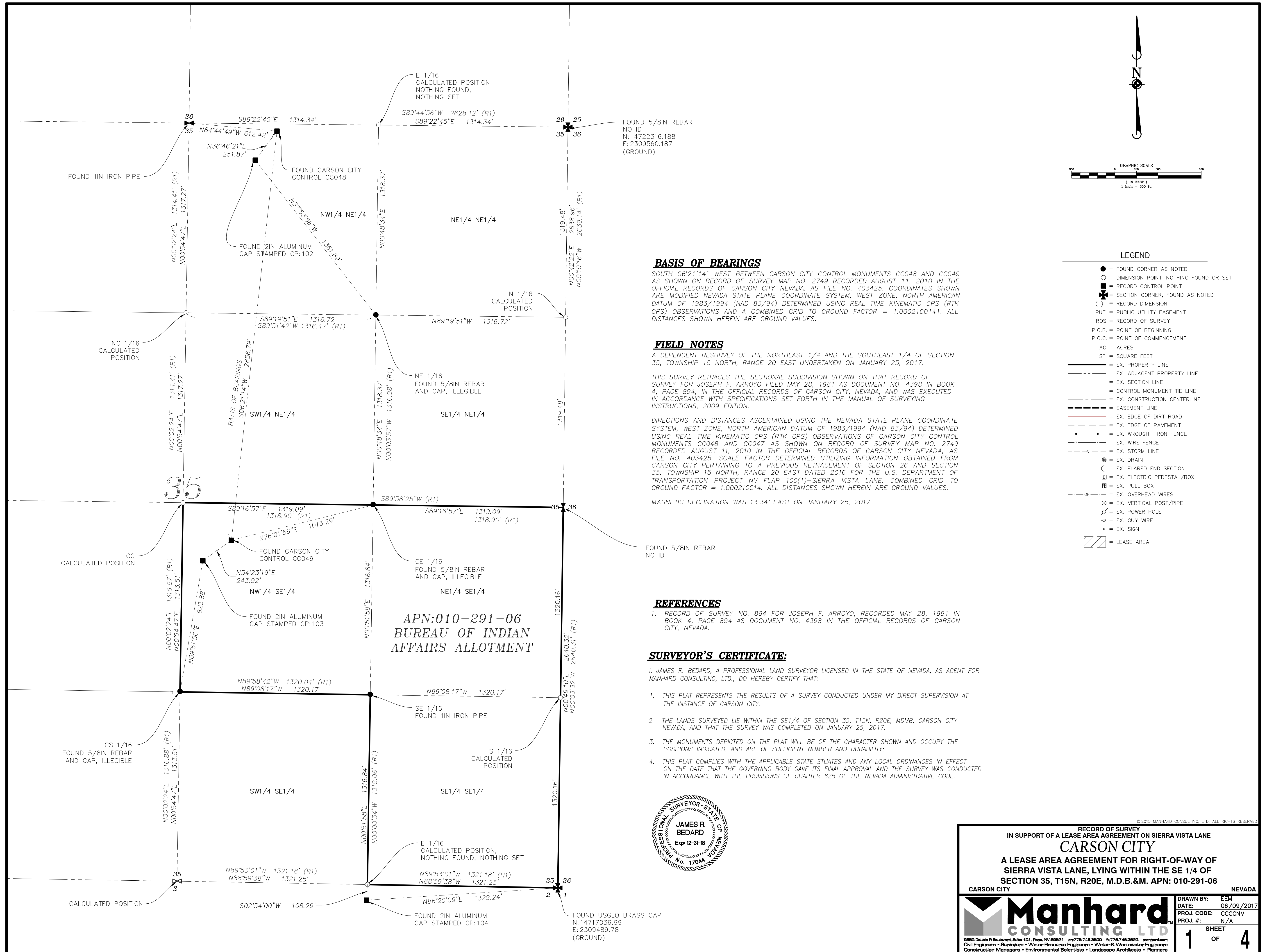
Before me, a Notary Public, in and for said County and State, on this 31st day of October, 2017, personally appeared Robert J. Eben, whose name is subscribed to the foregoing Grant of Easement for Right-of-way as Superintendent, Bureau of Indian Affairs, Western Nevada Agency, who acknowledges that he is and was at the time of signing the same, Superintendent, Bureau of Indian Affairs, and he personally acknowledged to me that he executed the said document for Right-of-way as his free and voluntary act and deed for the uses and purposes set forth therein.



Notary Public

My commission expires on: July 21, 2019





LEGEND

- = FOUND CORNER AS NOTED
- = DIMENSION POINT—NOTHING FOUND OR SET
- = RECORD CONTROL POINT
- ⊠ = SECTION CORNER, FOUND AS NOTED
- () = RECORD DIMENSION
- PUE = PUBLIC UTILITY EASEMENT
- ROS = RECORD OF SURVEY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- AC = ACRES
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- - - - - = CONTROL MONUMENT TIE LINE
- - - - - = EX. CONSTRUCTION CENTERLINE
- - - - - = EASEMENT LINE
- - - - - = EX. EDGE OF DIRT ROAD
- - - - - = EX. EDGE OF PAVEMENT
- - - - - = EX. WROUGHT IRON FENCE
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- - - - - = EX. STORM LINE
- ⊙ = EX. DRAIN
- () = EX. FLARED END SECTION
- ⊠ = EX. ELECTRIC PEDESTAL/BOX
- ⊠ = EX. FULL BOX
- = EX. OVERHEAD WIRES
- ⊙ = EX. VERTICAL POST/PIPE
- ⊙ = EX. POWER POLE
- ⊙ = EX. GUY WIRE
- ⊙ = EX. SIGN
- ▨ = LEASE AREA

BASIS OF BEARINGS

SOUTH 06°21'14" WEST BETWEEN CARSON CITY CONTROL MONUMENTS CC048 AND CC049 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA, AS FILE NO. 403425. COORDINATES SHOWN ARE MODIFIED NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994 (NAD 83/94) DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS AND A COMBINED GRID TO GROUND FACTOR = 1.0002100141. ALL DISTANCES SHOWN HEREIN ARE GROUND VALUES.

FIELD NOTES

A DEPENDENT RESURVEY OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 20 EAST UNDERTAKEN ON JANUARY 25, 2017.
 THIS SURVEY RETRACES THE SECTIONAL SUBDIVISION SHOWN ON THAT RECORD OF SURVEY FOR JOSEPH F. ARROYO FILED MAY 28, 1981 AS DOCUMENT NO. 4398 IN BOOK 4, PAGE 894, IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA, AND WAS EXECUTED IN ACCORDANCE WITH SPECIFICATIONS SET FORTH IN THE MANUAL OF SURVEYING INSTRUCTIONS, 2009 EDITION.

DIRECTIONS AND DISTANCES ASCERTAINED USING THE NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994 (NAD 83/94) DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS OF CARSON CITY CONTROL MONUMENTS CC048 AND CC047 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA, AS FILE NO. 403425. SCALE FACTOR DETERMINED UTILIZING INFORMATION OBTAINED FROM CARSON CITY PERTAINING TO A PREVIOUS RETRACEMENT OF SECTION 26 AND SECTION 35, TOWNSHIP 15 NORTH, RANGE 20 EAST DATED 2016 FOR THE U.S. DEPARTMENT OF TRANSPORTATION PROJECT NV FLAP 100(1)—SIERRA VISTA LANE, COMBINED GRID TO GROUND FACTOR = 1.000210014. ALL DISTANCES SHOWN HEREIN ARE GROUND VALUES.

MAGNETIC DECLINATION WAS 13.34' EAST ON JANUARY 25, 2017.

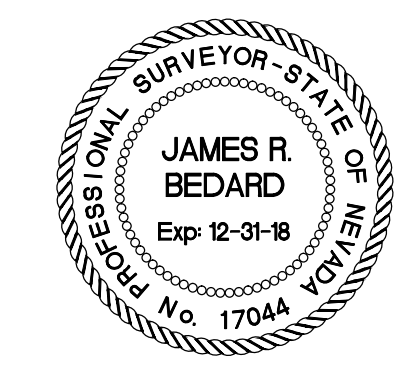
REFERENCES

- RECORD OF SURVEY NO. 894 FOR JOSEPH F. ARROYO, RECORDED MAY 28, 1981 IN BOOK 4, PAGE 894 AS DOCUMENT NO. 4398 IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA.

SURVEYOR'S CERTIFICATE:

I, JAMES R. BEDARD, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR MANHARD CONSULTING, LTD., DO HEREBY CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY.
- THE LANDS SURVEYED LIE WITHIN THE SE 1/4 OF SECTION 35, T15N, R20E, MDMB, CARSON CITY NEVADA, AND THAT THE SURVEY WAS COMPLETED ON JANUARY 25, 2017.
- THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY;
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.



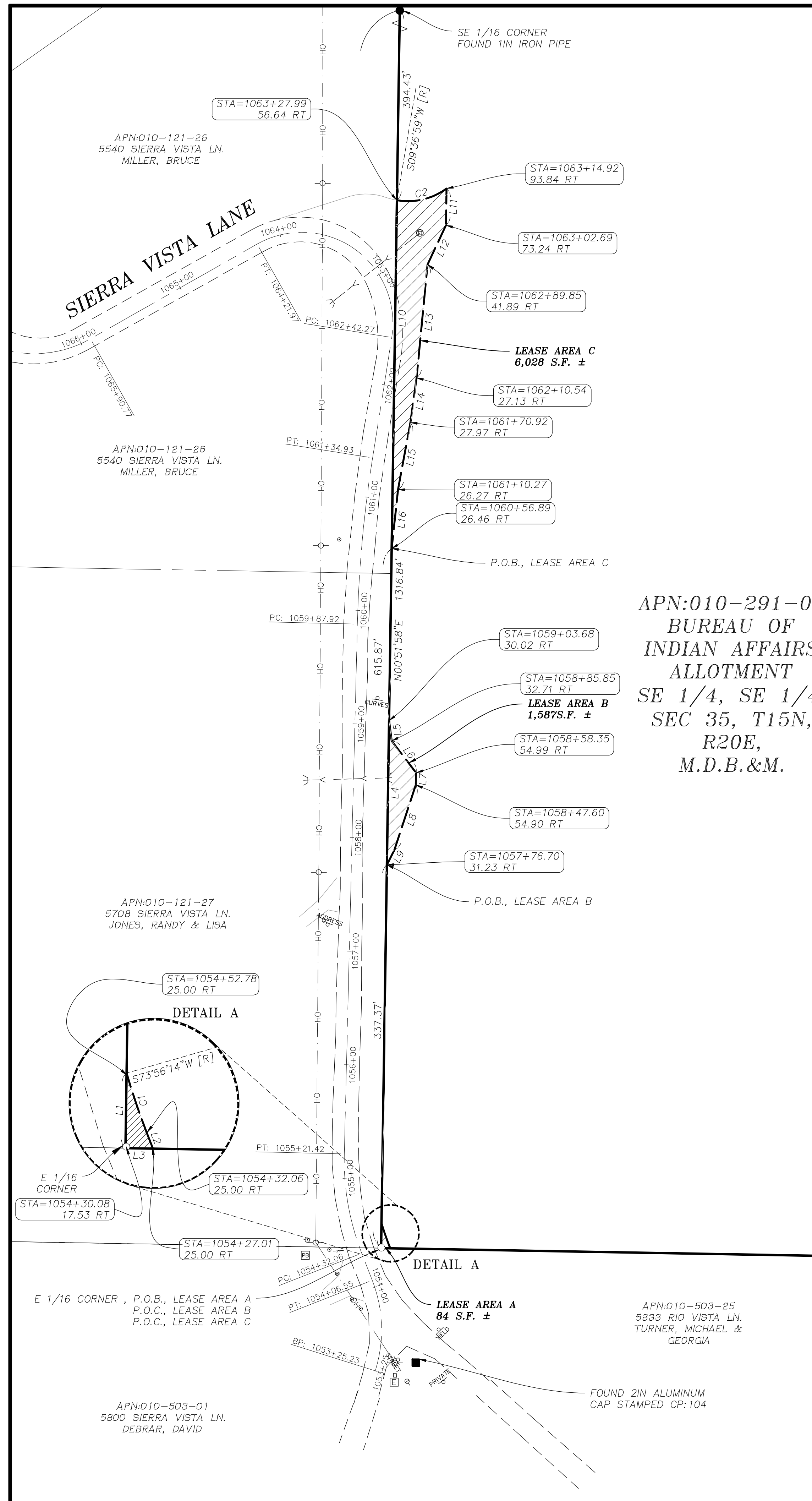
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RECORD OF SURVEY
 IN SUPPORT OF A LEASE AREA AGREEMENT ON SIERRA VISTA LANE
CARSON CITY
 A LEASE AREA AGREEMENT FOR RIGHT-OF-WAY OF
 SIERRA VISTA LANE, LYING WITHIN THE SE 1/4 OF
 SECTION 35, T15N, R20E, M.D.B.&M. APN: 010-291-06
 CARSON CITY NEVADA

Manhard CONSULTING LTD.

DRAWN BY: EEM
 DATE: 06/09/2017
 PROJ. CODE: CCCCNV
 PROJ. #: N/A
 SHEET 1 OF 4

9850 Double R Boulevard, Suite 101, Reno, NV 89521 ph: 775-748-3500 f: 775-748-3520 manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners



LEGAL DESCRIPTIONS

SERVIENT PARCEL:
 THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) AND THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER (E1/2 SE1/4) OF SECTION 35, TOWNSHIP FIFTEEN NORTH (T15N), RANGE TWENTY EAST (R20E), MOUNT DIABLO BASE AND MERIDIAN (M.D.B.&M.), CARSON CITY, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SAID SECTION 35 AND SECTION 36, T15N, R20E, AND SECTION 1 AND SECTION 2, T14N, R20E, MARKED BY A GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

THENCE, ALONG THE TOWNSHIP LINE, NORTH 88°59'38" WEST, A DISTANCE OF 1321.25 FEET TO THE EAST ONE-SIXTEENTH (E1/16) CORNER COMMON TO SAID SECTIONS 35 AND 2;

THENCE, DEPARTING SAID TOWNSHIP LINE, ALONG THE EAST ONE-SIXTEENTH (1/16) SECTION LINE, NORTH 00°51'58" EAST, A DISTANCE OF 1316.84 FEET TO THE SOUTHEAST ONE-SIXTEENTH (SE1/16) CORNER OF SAID SECTION 35, MARKED BY A ONE INCH IRON PIPE;

THENCE, DEPARTING SAID EAST 1/16 LINE, ALONG THE SOUTH 1/16 LINE, NORTH 89°08'17" WEST, A DISTANCE OF 1320.17 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH (CS1/16) CORNER OF SAID SECTION 35, MARKED BY A 5/8 INCH REBAR AND CAP, HEREAFTER REFERRED TO AS POINT B;

THENCE, DEPARTING SAID SOUTH 1/16 LINE, ALONG THE CENTER OF SECTION LINE, NORTH 00°54'47" EAST, A DISTANCE OF 1313.51 FEET TO THE CENTER OF SAID SECTION 35;

THENCE, DEPARTING SAID NORTH/SOUTH CENTER OF SECTION LINE AND ALONG THE EAST/WEST CENTER OF SECTION LINE OF SAID SECTION 35, SOUTH 89°16'57" EAST, A DISTANCE OF 1319.09 FEET TO THE CENTER-EAST ONE-SIXTEENTH (CE1/16) CORNER OF SAID SECTION 35, MARKED BY A 5/8 INCH REBAR;

THENCE CONTINUING ALONG SAID EAST/WEST CENTER OF SECTION LINE, SOUTH 89°16'57" EAST, A DISTANCE OF 1319.09 FEET, TO THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 35, MARKED BY A 5/8 INCH REBAR;

THENCE, DEPARTING SAID EAST/WEST CENTER OF SECTION LINE AND ALONG THE EAST SECTION LINE, SOUTH 00°49'10" WEST, A DISTANCE OF 2640.32 FEET, TO THE POINT OF BEGINNING.

CONTAINING 119.76 ACRES, MORE OR LESS.

LEASE AREA A:
 BEGINNING AT THE AFOREMENTIONED E 1/16 CORNER;

THENCE ALONG SAID EAST 1/16 SECTION LINE OF SECTION 35, NORTH 00°51'58" EAST, A DISTANCE OF 22.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°56'14" WEST;

THENCE DEPARTING SAID EAST 1/16 SECTION LINE, SOUTHEASTERLY A DISTANCE OF 18.42 FEET ALONG THE ARC OF A 200.05 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 05°16'32";

THENCE, SOUTH 21°20'18" EAST, A DISTANCE OF 5.05 FEET TO A POINT ON THE AFOREMENTIONED TOWNSHIP LINE;

THENCE ALONG SAID TOWNSHIP LINE, NORTH 88°59'38" WEST, A DISTANCE OF 8.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 84 SQUARE FEET, MORE OR LESS.

LEASE AREA B:
 COMMENCING AT THE AFOREMENTIONED E 1/16 CORNER;

THENCE ALONG SAID EAST 1/16 SECTION LINE OF SECTION 35, NORTH 00°51'58" EAST, A DISTANCE OF 337.37 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EAST 1/16 LINE, NORTH 00°51'58" EAST, A DISTANCE OF 126.99 FEET;

THENCE, DEPARTING SAID EAST 1/16 LINE, SOUTH 07°11'13" EAST, A DISTANCE OF 18.04 FEET;

THENCE, SOUTH 37°35'44" EAST, A DISTANCE OF 35.39 FEET;

THENCE, SOUTH 01°52'38" WEST, A DISTANCE OF 10.75 FEET;

THENCE, SOUTH 18°11'35" WEST, A DISTANCE OF 60.20 FEET;

THENCE, SOUTH 26°47'13" WEST, A DISTANCE OF 14.68 FEET TO A POINT ON SAID EAST 1/16 LINE AND THE POINT OF BEGINNING;

CONTAINING 1,587 SQUARE FEET, MORE OR LESS.

LEASE AREA C:
 COMMENCING AT THE AFOREMENTIONED E 1/16 CORNER;

THENCE ALONG SAID EAST 1/16 SECTION LINE SECTION 35, NORTH 00°51'58" EAST, A DISTANCE OF 615.87 FEET TO A POINT ON SAID EAST 1/16 LINE AND THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EAST 1/16 LINE, NORTH 00°51'58" EAST, A DISTANCE OF 306.54 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO SAID POINT BEARS SOUTH 09°36'59" WEST;

THENCE, DEPARTING SAID EAST 1/16 LINE, EASTERLY A DISTANCE OF 46.13 FEET ALONG THE ARC OF A 57.70 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 45°48'13";

THENCE, SOUTH 00°51'58" WEST, A DISTANCE OF 32.33 FEET;

THENCE, SOUTH 25°09'48" WEST, A DISTANCE OF 38.25 FEET;

THENCE, SOUTH 05°32'23" WEST, A DISTANCE OF 100.21 FEET;

THENCE, SOUTH 07°52'02" WEST, A DISTANCE OF 39.63 FEET;

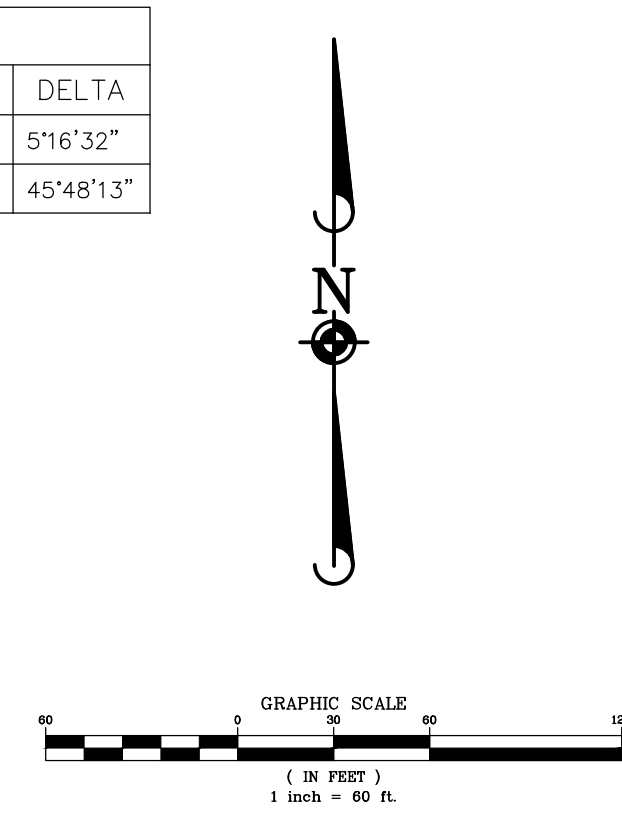
THENCE, SOUTH 10°25'35" WEST, A DISTANCE OF 60.07 FEET;

THENCE, SOUTH 06°11'01" WEST, A DISTANCE OF 52.10 FEET TO A POINT ON SAID EAST 1/16 LINE AND THE POINT OF BEGINNING.

CONTAINING 6,028 SQUARE FEET, MORE OR LESS.

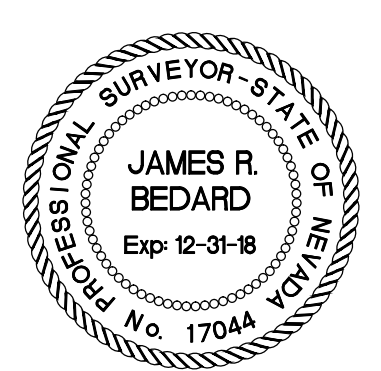
APN:010-291-06
BUREAU OF INDIAN AFFAIRS ALLOTMENT
SE 1/4, SE 1/4, SEC 35, T15N, R20E, M.D.B.&M.

LINE TABLE			CURVE TABLE			
LINE	BEARING	LENGTH	CURVE	RADIUS	LENGTH	DELTA
L1	N00°51'58"E	22.00'	C1	200.05'	18.42'	5°16'32"
L2	S21°20'18"E	5.05'	C2	57.70'	46.13'	45°48'13"
L3	N88°59'38"W	8.07'				
L4	N00°51'58"E	126.99'				
L5	S07°11'13"E	18.04'				
L6	S37°35'44"E	35.39'				
L7	S01°52'38"W	10.75'				
L8	S18°11'35"W	60.20'				
L9	S26°47'13"W	14.68'				
L10	N00°51'58"E	306.54'				
L11	S00°51'58"W	32.33'				
L12	S25°10'15"W	38.25'				
L13	S05°32'23"W	100.21'				
L14	S07°52'02"W	39.63'				
L15	S10°25'35"W	60.07'				
L16	S06°11'01"W	52.10'				



- LEGEND**
- = FOUND CORNER AS NOTED
 - = DIMENSION POINT—NOTHING FOUND OR SET
 - = RECORD CONTROL POINT
 - ⊗ = SECTION CORNER, FOUND AS NOTED
 - () = RECORD DIMENSION
 - PUE = PUBLIC UTILITY EASEMENT
 - ROS = RECORD OF SURVEY
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - AC = ACRES
 - SF = SQUARE FEET
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 - - - = EX. ADJACENT PROPERTY LINE
 - · - · - = EX. SECTION LINE
 - · - - - = CONTROL MONUMENT TIE LINE
 - · - · - · - = EX. CONSTRUCTION CENTERLINE
 - · - - - - = EASEMENT LINE
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 - · - · - · - · - · - = EX. EDGE OF PAVEMENT
 - · - · - · - · - · - · - = EX. WROUGHT IRON FENCE
 - · - · - · - · - · - · - · - = EX. WIRE FENCE
 - · - · - · - · - · - · - · - · - = EX. STORM LINE
 - ⊕ = EX. DRAIN
 - () = EX. FLARED END SECTION
 - ⊞ = EX. ELECTRIC PEDESTAL/BOX
 - ⊞ = EX. PULL BOX
 - OH — = EX. OVERHEAD WIRES
 - ⊙ = EX. VERTICAL POST/PIPE
 - ⌚ = EX. POWER POLE
 - ⊕ = EX. GUY WIRE
 - ⊞ = EX. SIGN
 - ▨ = LEASE AREA

FOUND U.S.G.L.O. BRASS CAP, P.O.C.



RECORD OF SURVEY
 IN SUPPORT OF A LEASE AREA AGREEMENT ON SIERRA VISTA LANE
CARSON CITY
 A LEASE AREA AGREEMENT FOR RIGHT-OF-WAY OF
 SIERRA VISTA LANE, LYING WITHIN THE SE 1/4 OF
 SECTION 35, T15N, R20E, M.D.B.&M. APN: 010-291-06
 CARSON CITY NEVADA

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DRAWN BY: EEM
 DATE: 06/09/2017
 PROJ. CODE: CCCNV
 PROJ. #: N/A
 SHEET 2 OF 4

LINE TABLE			CURVE TABLE			
LINE	BEARING	LENGTH	CURVE	RADIUS	LENGTH	DELTA
L17	N00°54'47"E	22.15'	C3	75.02'	30.81'	23°32'01"
L18	N89°08'17"W	21.12'				

LEGAL DESCRIPTIONS (CONTINUED)

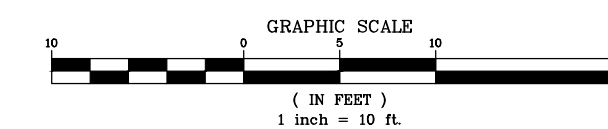
LEASE AREA D:
BEGINNING AT THE AFOREMENTIONED CS 1/16 CORNER;

THENCE, ALONG SAID NORTH/SOUTH CENTER OF SECTION LINE OF SECTION 35, NORTH 00°54'47" EAST, A DISTANCE OF 22.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO SAID POINT BEARS SOUTH 59°01'02" WEST;

THENCE, DEPARTING SAID CENTER OF SECTION LINE, SOUTHEASTERLY A DISTANCE OF 30.81 FEET ALONG THE ARC OF A 75.02 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 23°32'01" TO A POINT ON AFOREMENTIONED SOUTH 1/16 LINE OF SECTION 35;

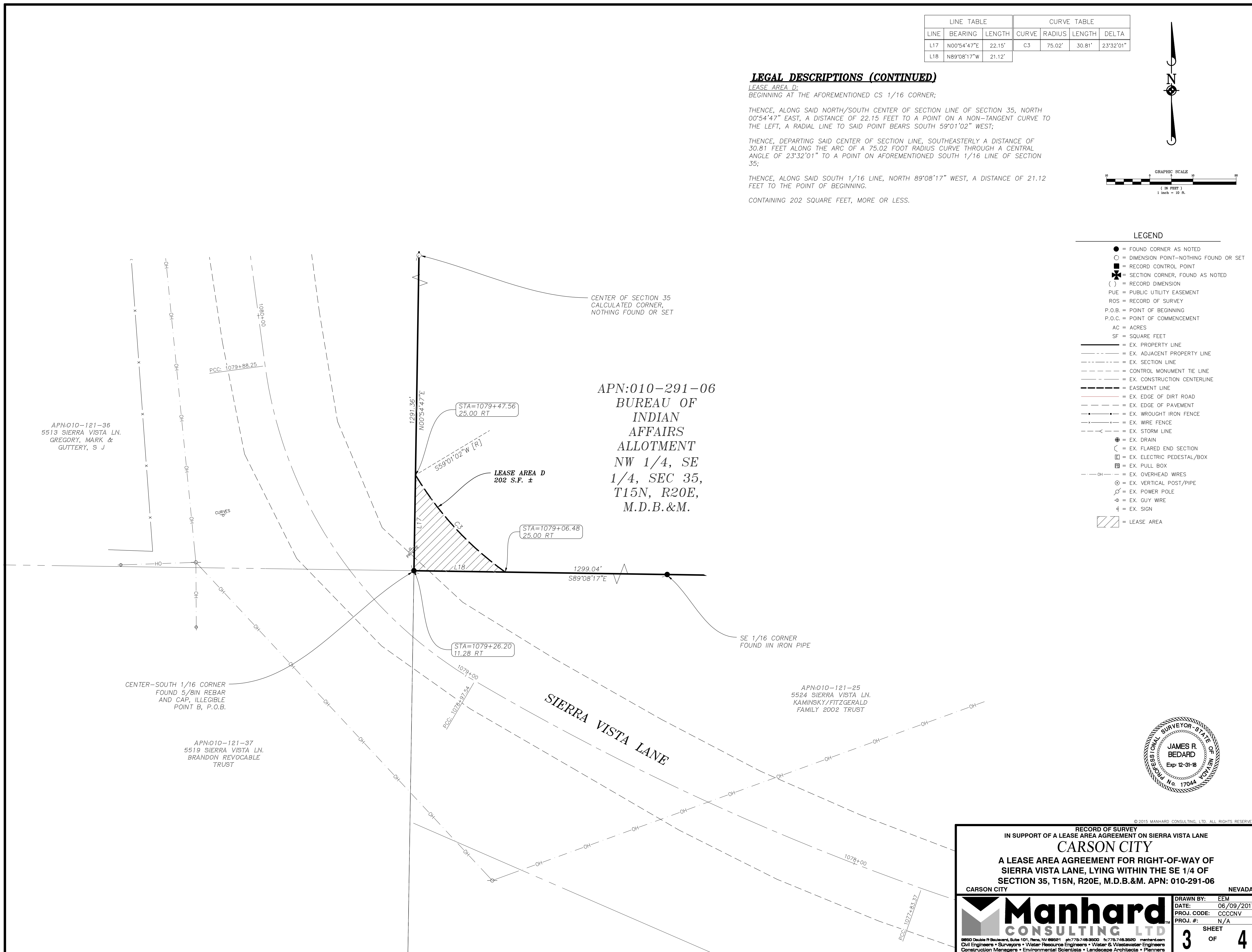
THENCE, ALONG SAID SOUTH 1/16 LINE, NORTH 89°08'17" WEST, A DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 202 SQUARE FEET, MORE OR LESS.



LEGEND

- = FOUND CORNER AS NOTED
- = DIMENSION POINT—NOTHING FOUND OR SET
- = RECORD CONTROL POINT
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- ⊕ = EX. GUY WIRE
- ⊕ = EX. SIGN
- ▨ = LEASE AREA



APN:010-291-06
BUREAU OF
INDIAN
AFFAIRS
ALLOTMENT
NW 1/4, SE
1/4, SEC 35,
T15N, R20E,
M.D.B.&M.

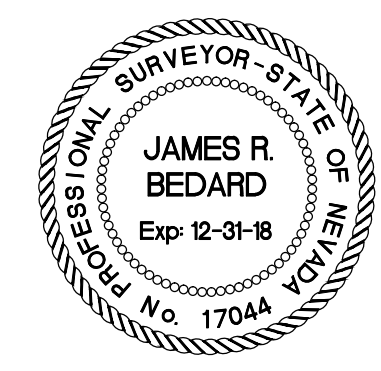
LEASE AREA D
202 S.F. ±

APN:010-121-36
5513 SIERRA VISTA LN.
GREGORY, MARK &
GUTTERY, S J

CENTER—SOUTH 1/16 CORNER
FOUND 5/8IN REBAR
AND CAP, ILLEGIBLE
POINT B, P.O.B.

APN:010-121-37
5519 SIERRA VISTA LN.
BRANDON REVOCABLE
TRUST

APN:010-121-25
5524 SIERRA VISTA LN.
KAMINSKY/FITZGERALD
FAMILY 2002 TRUST



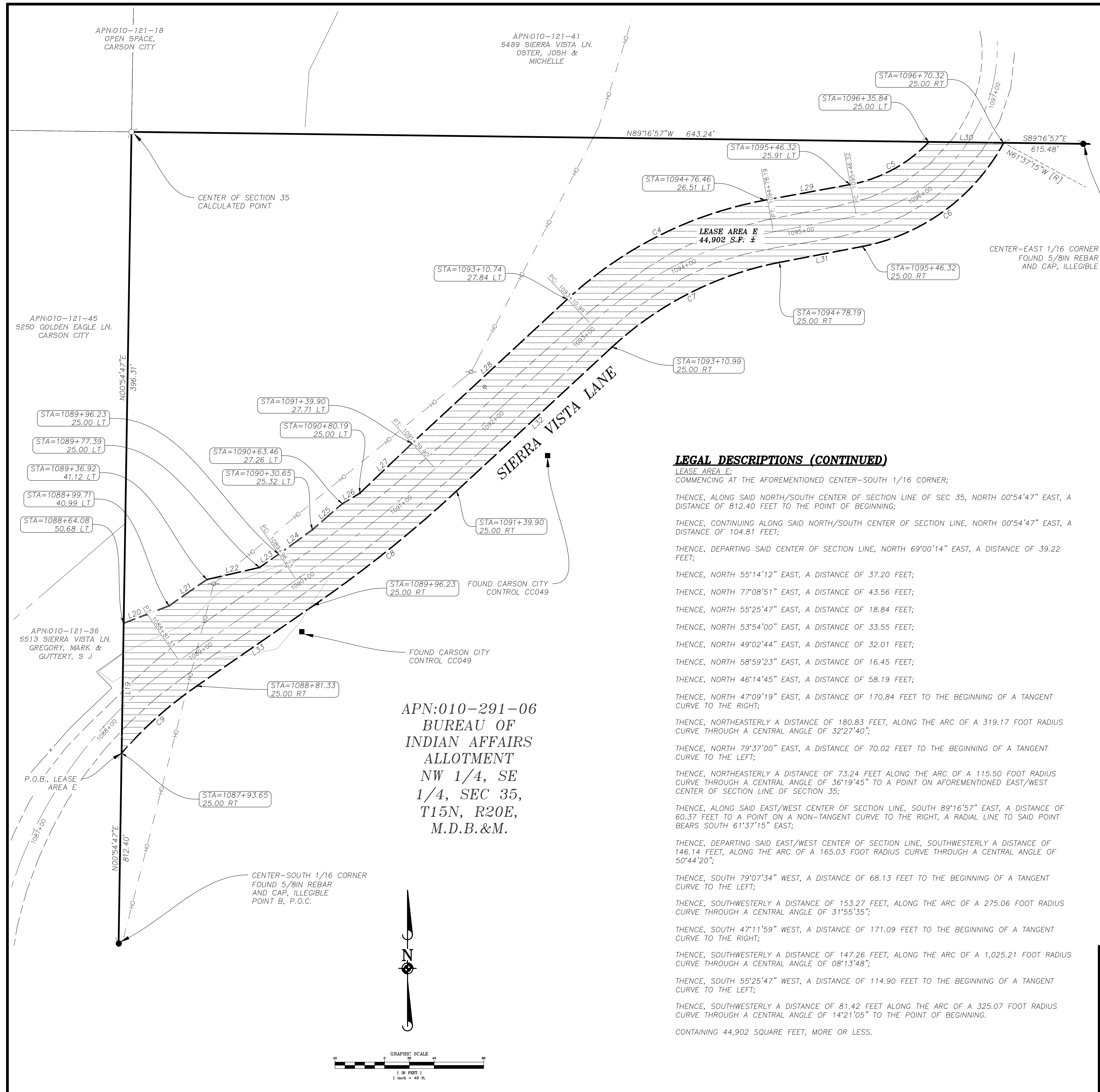
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RECORD OF SURVEY
IN SUPPORT OF A LEASE AREA AGREEMENT ON SIERRA VISTA LANE
CARSON CITY
A LEASE AREA AGREEMENT FOR RIGHT-OF-WAY OF
SIERRA VISTA LANE, LYING WITHIN THE SE 1/4 OF
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DRAWN BY: EEM
DATE: 06/09/2017
PROJ. CODE: CCCNV
PROJ. #: N/A

SHEET 3 OF 4



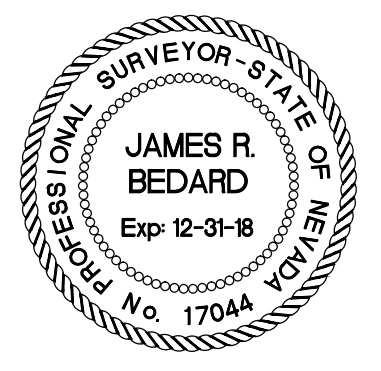
LINE TABLE			CURVE TABLE			
LINE	BEARING	LENGTH	CURVE	RADIUS	LENGTH	DELTA
L19	N00°54'47"E	104.81'	C4	319.17'	180.83'	32°27'40"
L20	N69°00'14"E	39.22'	C5	115.50'	73.24'	36°19'45"
L21	N55°14'12"E	37.20'	C6	165.03'	146.14'	50°44'20"
L22	N77°08'51"E	43.56'	C7	275.06'	153.27'	31°55'35"
L23	N55°25'47"E	18.84'	C8	1025.21'	147.26'	8°13'48"
L24	N53°54'00"E	33.55'	C9	325.07'	81.42'	14°21'05"
L25	N49°02'44"E	32.01'				
L26	N58°59'23"E	16.45'				
L27	N46°14'45"E	58.19'				
L28	N47°09'19"E	170.84'				
L29	N79°37'00"E	70.02'				
L30	S89°16'57"E	60.37'				
L31	S79°07'34"W	68.13'				
L32	S47°11'59"W	171.09'				
L33	S55°25'47"W	114.90'				
L34	N01°52'18"E	188.59'				
L35	N13°10'04"E	6.03'				

LEGAL DESCRIPTIONS (CONTINUED)

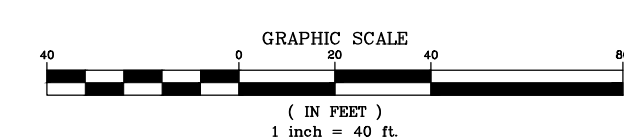
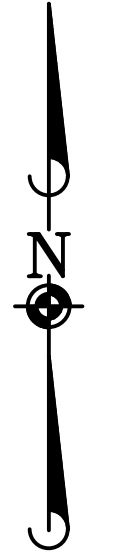
LEASE AREA E:
 COMMENCING AT THE AFOREMENTIONED CENTER-SOUTH 1/16 CORNER;
 THENCE, ALONG SAID NORTH/SOUTH CENTER OF SECTION LINE OF SEC 35, NORTH 00°54'47" EAST, A DISTANCE OF 812.40 FEET TO THE POINT OF BEGINNING;
 THENCE, CONTINUING ALONG SAID NORTH/SOUTH CENTER OF SECTION LINE, NORTH 00°54'47" EAST, A DISTANCE OF 104.81 FEET;
 THENCE, DEPARTING SAID CENTER OF SECTION LINE, NORTH 69°00'14" EAST, A DISTANCE OF 39.22 FEET;
 THENCE, NORTH 55°14'12" EAST, A DISTANCE OF 37.20 FEET;
 THENCE, NORTH 77°08'51" EAST, A DISTANCE OF 43.56 FEET;
 THENCE, NORTH 55°25'47" EAST, A DISTANCE OF 18.84 FEET;
 THENCE, NORTH 53°54'00" EAST, A DISTANCE OF 33.55 FEET;
 THENCE, NORTH 49°02'44" EAST, A DISTANCE OF 32.01 FEET;
 THENCE, NORTH 58°59'23" EAST, A DISTANCE OF 16.45 FEET;
 THENCE, NORTH 46°14'45" EAST, A DISTANCE OF 58.19 FEET;
 THENCE, NORTH 47°09'19" EAST, A DISTANCE OF 170.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE, NORTHEASTERLY A DISTANCE OF 180.83 FEET, ALONG THE ARC OF A 319.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 32°27'40";
 THENCE, NORTH 79°37'00" EAST, A DISTANCE OF 70.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
 THENCE, NORTHEASTERLY A DISTANCE OF 73.24 FEET ALONG THE ARC OF A 115.50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 36°19'45" TO A POINT ON AFOREMENTIONED EAST/WEST CENTER OF SECTION LINE OF SECTION 35;
 THENCE, ALONG SAID EAST/WEST CENTER OF SECTION LINE, SOUTH 89°16'57" EAST, A DISTANCE OF 60.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, A RADIAL LINE TO SAID POINT BEARS SOUTH 61°37'15" EAST;
 THENCE, DEPARTING SAID EAST/WEST CENTER OF SECTION LINE, SOUTHWESTERLY A DISTANCE OF 146.14 FEET, ALONG THE ARC OF A 165.03 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 50°44'20";
 THENCE, SOUTH 79°07'34" WEST, A DISTANCE OF 68.13 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
 THENCE, SOUTHWESTERLY A DISTANCE OF 153.27 FEET, ALONG THE ARC OF A 275.06 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 31°55'35";
 THENCE, SOUTH 47°11'59" WEST, A DISTANCE OF 171.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE, SOUTHWESTERLY A DISTANCE OF 147.26 FEET, ALONG THE ARC OF A 1,025.21 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 08°13'48";
 THENCE, SOUTH 55°25'47" WEST, A DISTANCE OF 114.90 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
 THENCE, SOUTHWESTERLY A DISTANCE OF 81.42 FEET ALONG THE ARC OF A 325.07 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 14°21'05" TO THE POINT OF BEGINNING.
 CONTAINING 44,902 SQUARE FEET, MORE OR LESS.

LEGEND

- = FOUND CORNER AS NOTED
- = DIMENSION POINT—NOTHING FOUND OR SET
- = RECORD CONTROL POINT
- ✱ = SECTION CORNER, FOUND AS NOTED
- () = RECORD DIMENSION
- PUE = PUBLIC UTILITY EASEMENT
- ROS = RECORD OF SURVEY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- AC = ACRES
- SF = SQUARE FEET
- = EX. PROPERTY LINE
- - - = EX. ADJACENT PROPERTY LINE
- · - · - = EX. SECTION LINE
- · - · - · - = CONTROL MONUMENT TIE LINE
- · - · - · - · - = EX. CONSTRUCTION CENTERLINE
- · - · - · - · - · - = EASEMENT LINE
- · - · - · - · - · - · - = EX. EDGE OF DIRT ROAD
- · - · - · - · - · - · - · - = EX. EDGE OF PAVEMENT
- · - · - · - · - · - · - · - · - = EX. WROUGHT IRON FENCE
- · - · - · - · - · - · - · - · - · - = EX. WIRE FENCE
- · - · - · - · - · - · - · - · - · - · - = EX. STORM LINE
- ⊕ = EX. DRAIN
- ⊘ = EX. FLARED END SECTION
- ⊞ = EX. ELECTRIC PEDESTAL/BOX
- ⊞ = EX. PULL BOX
- = EX. OVERHEAD WIRES
- ⊙ = EX. VERTICAL POST/PIPE
- ⊘ = EX. POWER POLE
- ⊘ = EX. GUY WIRE
- ⊘ = EX. SIGN
- ▨ = LEASE AREA



APN:010-291-06
 BUREAU OF INDIAN AFFAIRS ALLOTMENT
 NW 1/4, SE 1/4, SEC 35,
 T15N, R20E,
 M.D.B.&M.



RECORD OF SURVEY
 IN SUPPORT OF A LEASE AREA AGREEMENT ON SIERRA VISTA LANE
CARSON CITY
 A LEASE AREA AGREEMENT FOR RIGHT-OF-WAY OF
 SIERRA VISTA LANE, LYING WITHIN THE SE 1/4 OF
 SECTION 35, T15N, R20E, M.D.B.&M. APN: 010-291-06
 CARSON CITY NEVADA

MANHARD CONSULTING LTD.
 9850 Double R Boulevard, Suite 101, Reno, NV 89521 | 775-748-3500 | 775-748-3520 | manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY: EEM
 DATE: 06/09/2017
 PROJ. CODE: CCCCNV
 PROJ. #: N/A

SHEET 4 OF 4



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (Informational) Update on the acquisition of Right-of-Way from the Bureau of Land Management (BLM) for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project across APN 010-261-05.

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA) and the BLM to secure access for construction and to obtain needed easements for roadway and drainage improvements.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Due to discrepancies between the existing roadway and access/drainage easements for Sierra Vista Lane, the Public Works Department needs to obtain appropriate easements from private property owners, BIA Allotment property owners, and BLM prior to moving forward with construction.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

N/A

Supporting Material

N/A



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To approve a Right of Entry Agreement and accept the donation of a permanent easement and right-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Mark Alan Gregory and Sandra Joyce Guttery Gregory (APN 010-121-36).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA), and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to approve Right of Entry Agreement and accept the donation of a permanent easement and right-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Mark Alan Gregory and Sandra Joyce Guttery Gregory (APN 010-121-36).

Background/Issues & Analysis

Due to discrepancies between the existing roadway and access/drainage easements for Sierra Vista Lane, the Public Works Department needs to obtain appropriate easements from private property owners.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Undesignated Projects 250.3035-431.71-99 and Streets Maintenance 256

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Sufficient funds are available in the Undesignated Projects account to cover the expenses associated with this agreement. Expenses include the removal of an existing fence, installation of a temporary fence during construction, construction of driveway apron, and installation of new fencing after construction. The costs associated with accepting the right-of-way will become a street maintenance responsibility and will be funded from the City's Street Maintenance budget.

Alternatives

Do not accept Right of Entry Agreement or the donation of a permanent easement and right-of-way.

Accept Right of Entry Agreement and the donation of a permanent easement and right-of-way with modifications.

Supporting Material

Right of Entry Agreement with Mark Alan Gregory and Sandra Joyce Guttery Gregory (APN 010-121-36).

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made and entered into this ____ day of _____, 2017 by and between Mark Alan Gregory and Sandra Joyce Guttery Gregory (Collectively, "Gregory"), and Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada ("City") (all parties listed above are individually referred to as a "Party" and collectively referred to as the "Parties"), on the respective dates indicated below, upon the following terms:

RECITALS

WHEREAS, Gregory owns certain real property described in Exhibit 1 attached hereto and incorporated herein by reference ("the Property");

WHEREAS, predecessors-in-interest of Gregory and the City entered into a Deed of Easement on the 21st of May, 1986, wherein the City was granted a permanent easement and right-of-way for a roadway and associated improvements on the Property, which is attached hereto as Exhibit 2 and incorporated herein by reference;

WHEREAS, the City now plans to entirely reconstruct the roadway, which will cause the roadway to exceed the easement description provided in the Deed of Easement;

WHEREAS, the City desires such reconstruction or improvements for the benefit of its residents and Gregory joins in this desire;

WHEREAS, in consideration for Gregory's agreement to alter the easement description by recording a new easement deed ("Updated Easement Deed") and allow the City to complete the desired construction, the City agrees to make certain improvements on the Property as herein described and release its easement rights to those areas that the roadway does not impact;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by all of the Parties, and in exchange for the mutual covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals stated above in this Agreement are contractual in nature and form a part of this Agreement. The Parties represent and warrant the truth and accuracy of the above recitals to each other.

2. Gregory. Gregory hereby agrees to execute and allow, not later than the next business day after the date of execution of this Agreement, the Updated Easement Deed to be recorded with the Carson City Clerk-Recorder which describes both the current portions and additional portions of the Property that will be burdened by the roadway and improvements following completion of construction, subject to the abandonment of certain portions of the Property as provided in paragraph 3(C) below. The Updated Easement Deed and property description is attached hereto as Exhibit 3 and incorporated herein by reference. Gregory hereby agrees that time is of the essence to execute and allow the recordation of the Updated Easement Deed. Gregory also specifically consents to the City's construction upon, under, over, and across the portions of the Property described in the Updated Easement Deed, subject to the abandonment of certain portions of the Property as provided in paragraph 3(C) below. As a part of the construction process, Gregory

expressly provides to the City a right of entry onto other areas of the Property as reflected in **Exhibit 4**, which is more particularly described in paragraph 3 below, and only to the extent necessary to carry out reconstruction or improvements in accordance with this Agreement. Gregory further acknowledges that the City will be required to take down fencing on the west side of the roadway, and permits the City to do so, so long as the fencing is reconstructed in exactly the same horizontal location as it currently exists.

3. The City. The City hereby agrees that the conduct of any activities relating to or arising from this Agreement will not hinder the ingress or egress to or from the Property. Further, the City agrees as follows:

A. The City agrees to complete, in accordance with standard engineering practices, the following improvements on the Property during construction of the roadway: (1) installation of a new concrete curb and gutter on the east side of the roadway; (2) installation of a new storm drain and conduit under the roadway, to allow for electric service to the portion of Property east of the roadway; (3) relocation and replacement of an 18' gate and asphalt driveway approach to a new area directly north of the storm drain; (4) removal of existing fence on the west side of the roadway and a gate over the north driveway prior to or during construction; (5) placement of all existing fencing materials that have been removed from the west side of the roadway, including posts, poles, non-climb fencing, and gates,¹ onto the Property near the second fence opening on the south side of the Property near the pasture as personal property of Gregory; and (6) at such time the existing fence is removed on the west side of the roadway and the gate is removed on the north driveway, construction of a temporary construction fence on those locations shall occur.

B. The City further agrees to complete, in accordance with standard engineering practices, the following improvements on the Property after construction of the roadway is completed: (1) replacement with a new fence to the west of the roadway in the exact horizontal location that the fencing was previously located before removal; (2) installation of a new fence along the east property line; (3) replacement of the gate on the north driveway of the Property with a new gate of the same size and in the same location as it currently exists; and (4) revegetation of all disturbed soil areas with native seed mix. The fencing described in this subparagraph (B) of this paragraph must be built using deadmans and railroad ties every 20 feet and the same Red Brand Non-Climb fencing material in place at the time of the execution of this Agreement. These foregoing conditions and improvements are further described on the map attached hereto as **Exhibit 4** and incorporated herein by reference. The conditions and improvements will be undertaken in conjunction with or upon completion of the roadway improvements in the manner described hereinabove. The conditions and improvements described in subparagraphs (A) and (B) of this paragraph will be completed by the City on or before December 31, 2018.

C. After construction of the roadway is completed, the City also agrees to abandon for Gregory's benefit all portions of its easement described in **Exhibit 2** and **Exhibit 3** that are more than 35 feet from the centerline of the roadway, on either side. The portions of the easement

¹ The posts will be carefully removed saving as many post and railroad ties as possible, which will all be stacked, and the fence will be rolled up next to posts neatly.

to be abandoned by the City are generally depicted by approximation in **Exhibit 4** and incorporated herein by reference. This abandonment will be accomplished by filing an abandonment application in accordance with the applicable provisions of Nevada Revised Statutes, after the approval of which the abandonment will be filed with the Carson City Clerk-Recorder regarding those portions of the easement depicted in **Exhibit 4**. The abandonment process described in this subparagraph (C) of this paragraph will be completed by the City as soon as practicable but not later than June 1, 2019.

D. Finally, the City recognizes Gregory's right to review construction progress on the Property and ensure compliance with the terms of this Agreement during and throughout the construction process, including, but not limited to, review of the Property and discussion with the City and its staff.

4. **Compensation.** The Parties hereby understand and agree that unless this right is waived, Gregory may be entitled to receive just compensation for any right-of-way as established by an appraisal of the Property by the City. Gregory hereby expressly proclaims the intent to dedicate to the City that portion of the Property described in the Updated Easement Deed and further agrees that it has either received just and adequate compensation based on the City's promises contained herein or it waives any right to compensation. Furthermore, Gregory hereby expressly releases the City from any obligation to appraise any portion of the Property described in the Updated Easement Deed.

5. **Indemnification.** The Parties do hereby agree and acknowledge that to the fullest extent permitted by law, the City shall indemnify, hold harmless and defend Gregory from and against all liability, claims, actions, damages, losses and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any negligent or willful acts or omissions of the City, its officers, employees or agents relating to the performance of this Agreement.

6. **Representations.** The Parties represent and warrant to each other as follows:

- a) Each Party has entered into this Agreement in good faith and fully expects to perform under this Agreement to the best of its/their ability;
- b) No promise or inducement has been offered except as set forth herein;
- c) Each signatory hereto has the full power and authority to enter into, sign, and deliver this Agreement and to perform all obligations imposed by this Agreement;
- d) This Agreement has been carefully read in its entirety by each Party; each Party had the opportunity to retain counsel on the matter and acted accordingly;
- e) In entering into this Agreement, each Party is acting freely and voluntarily, without influence, compulsion, or duress of any kind, from any source, including but not limited to, any other party or parties, its attorneys' representations, or anyone acting or purporting to act on behalf of any Party.

7. **Breach.** Subject to extensions of time by mutual consent and in writing, the failure or unreasonable delay of a Party in performing any term or provision of this Agreement shall

constitute a breach. In the event of an alleged breach, the Party alleging the breach shall give the other Party not less than thirty (30) days' written notice to cure the breach, specifying the nature of the alleged breach and the manner in which the breach may be satisfactorily cured. During this period in which to cure, the Party to whom the notice to cure has been issued shall not be considered in default for purposes of termination of this Agreement or the institution of legal proceedings. If the Party alleging a breach is Gregory and the City fails to cure the breach in accordance with this paragraph, Gregory shall have the right at its sole discretion to rescind the Updated Easement Deed.

8. General Provisions.

a. Governing Law; Venue. The performance, discharge of obligations imposed by, interpretation and construction of this Agreement is governed by the laws of the State of Nevada, without reference to principles of conflict of laws such as *renvoi*. The exclusive venue for any action to enforce this Agreement is the First Judicial District Court in and for Carson City, Nevada.

b. Integration and Amendments. This Agreement contains the entire Agreement of the Parties relating to the subject matter of this Agreement and may be modified or amended only by a written document executed by all of the Parties. The Parties waive any right to rely upon any rule of law that enforces an oral modification of a contract if supported by consideration.

c. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.

d. Authority and No Prior Assignment. Each Party executing this Agreement represents and warrants to the other Party that (i) it has the authority to execute this Agreement and (ii) that it has not voluntarily or involuntarily assigned or otherwise hypothecated his interest, or the interests of the Party for which this Agreement is signed, in the claims or demands hereby compromised and released.

e. No Construction Against Drafter. Each Party has had the opportunity to review this Agreement independently and has participated in the drafting hereof. Any ambiguity shall not be construed against any one Party merely because that party was allegedly the drafter thereof.

f. Course of Dealing. No course of dealing and no delay on the part of the Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise and the Parties reserve their respective right to institute, invoke, or pursue any remedy available at law or in equity or by statute.

g. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Parties hereto, each as an original, shall constitute one and the same instrument. Facsimile signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.

h. Attorneys' Fees. The prevailing party in any litigation to enforce this Agreement, obtain equitable remedies or any form of damages is entitled to its reasonable attorneys' fees determined by the court sitting without a jury in a proceeding following the trial on the merits.

i. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date referenced above.

GREGORY

By: Mark Alan Gregory
Mark Alan Gregory

Date: 10/26/2017

By: _____
Sandra Joyce Guttery Gregory

Date: _____

THE CITY

For: Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada

By: _____

Date: _____

i. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date referenced above.

GREGORY

By: _____
Mark Alan Gregory

Date: _____

By: 
Sandra Joyce Guttery Gregory

Date: 10/26/17

THE CITY

For: Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada

By: _____

Date: _____

EXHIBIT 1

EXHIBIT 1

EXHIBIT A

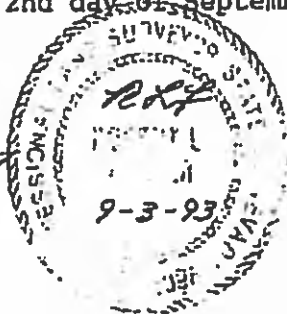
PARCEL I

That certain parcel of land, being all that portion of the N.E. 1/4 of the S.W. 1/4 of Section 35, T. 15 N., R. 20 E., M.D.B. & M., Carson City, Nevada lying easterly of the easterly mean high water line of the Carson River and being more particularly described as follows:

Beginning at the southeast corner of the N. E. 1/4 of the S.W. 1/4 of said Section 35, also shown as parcel C on Record of Survey Map # 894 in the official records of Carson City, Nevada, proceed thence S. 89° 59' 54" W. along the south line of said parcel C, a distance of 258.00 feet to a point on the mean high water line on the easterly side of the Carson River; thence northerly along said mean high water line through the following ten courses; N. 46° 35' 06" W., 226.83 feet, N. 49° 28' 25" W., 181.40 feet, N. 30° 08' 56" W., 156.04 feet, N. 10° 15' 04" W., 142.11 feet, N. 15° 44' 00" E. 104.00 feet, N. 60° 37' 25" E. 102.76 feet, N. 78° 08' 52" E. 66.70 feet, N. 48° 43' 18" E. 115.00 feet, N. 75° 20' 25" E. 240.36 feet, N. 48° 25' 41" E. 218.17 feet, to a point on the east line of said Parcel C; thence S. 00° 02' 24" W. along said east line a distance of 994.17 feet returning to the point of beginning. Said parcel contains 10.268 acres more or less.

This legal description has been prepared from the field notes of a survey made by me on the 2nd day of September 1993.


Robert L. Fuller
Nev. R.P.L.S. No. 2096



000153564

EXHIBIT 2

EXHIBIT 2

EXHIBIT L-7

DESCRIPTION OF ROADWAY, UTILITY AND SLOPE EASEMENT

A strip of land 50 feet in width to be used for public roadway and utility purposes with 10 feet adjacent to each side of said 50-foot strip of land to be used for roadway slope purposes for a total width of 70 feet (35 feet each side of the centerline), on and across the NE 1/4 SW 1/4 of Section 35, T.15N., R.20E., M.D.B. & M., the centerline of which is more particularly described as:

Beginning at the N 1/4 corner of Section 2, T.14N., R.20E., M.D.B. & M., being a Brass Cap; thence: N. 00 degrees 01' 50" E., 2158.27 feet to a point on the easterly line of the afore-described parcel of land being the TRUE POINT OF BEGINNING thence:

S. 50 degrees 08' 43" W., 132.58 feet;

thence: S. 05 degrees 00' 49" E., 759.00 feet

more or less to the southerly line of the afore-described parcel of land.

H. H. S. C.

EXHIBIT 3

EXHIBIT 3

APN 010-121-36

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

EASEMENT DEED

THIS EASEMENT DEED, is made this ____ day of _____, 2017, between Mark Alan Gregory and Sandra Joyce Guttery Gregory, as their interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Mark Alan Gregory

Sandra Joyce Guttery Gregory

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2017
by _____.

**EXHIBIT B-1
LEGAL DESCRIPTION OF EASEMENT**

EASEMENT AREA F

Servient Parcel: A portion of Parcel I of Document No. 153564 recorded December 07, 1993 in the Carson City Recorder's Office, Carson City, Nevada, situate within the Northeast one-quarter of the Southwest one-quarter (NE 1/4 SW 1/4) of Section 35 (Sec. 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area F: An easement, more particularly described as follows:

Commencing at the Southeast Corner said Section 35, T15N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 62°34'54" West, a distance of 2,952.85 feet to the Southeast Corner of said NE 1/4 SW 1/4, marked by a 5/8" rebar with illegible cap, being the Southeast Corner of said Parcel I and the Point of Beginning;

Thence, along the southerly boundary of said Parcel I, North 89°11'21" West, a distance of 69.56 feet, to a point on the westerly line of an existing slope easement as described in Document No. 046509, recorded June 18, 1985 in the Official Records of Carson City, Nevada;

Thence, departing said southerly boundary, along said westerly line, North 04°07'15" West, a distance of 454.54 feet to the beginning of a non-tangent curve to the right, from which the radius point bears North 78°37'59" East, a radial distance of 566.95 feet;

Thence, departing said westerly line, 76.13 feet along the arc of said curve through a central angle of 7°41'39";

Thence, North 02°32'30" West, a distance of 25.01 feet;

Thence, North 03°44'04" East, a distance of 28.44 feet to a point on said westerly slope easement line;

Thence along said westerly line the following two (2) courses:

1. North 04°07'15" West, a distance of 194.30 feet;
2. North 51°02'17" East, a distance of 179.59 feet to a point on the east line of said Parcel I;

Thence departing said westerly line, along said east line, South 00°54'47" West, a distance of 91.21 feet to a point on the easterly line of an existing slope easement as described in said Document No. 046509, recorded June 18, 1985 in the Official Records of Carson City, Nevada;

Thence, along said easterly line, South 51°02'17" West, a distance of 48.37 feet;

Thence, departing said easterly line, South 29°38'39" West, a distance of 35.93 feet;

Thence, South 36°04'59" East, a distance of 5.68 feet;

Thence, South 27°11'44" West, a distance of 23.70 feet;

Thence, South 62°21'37" West, a distance of 0.45 feet to a point on said easterly slope easement line;

Thence, along said easterly line, South 04°07'15" East, a distance of 705.03 feet, to a point on said east line of Parcel I;

Thence, along said east line, South 00°54'47" West, a distance of 7.92 feet, to the Point of Beginning.

Containing 63,498 square feet, more or less.

See Exhibit "F" attached hereto and made a part hereof

BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James R. Bedard
Nevada PLS 17044
For and on behalf of

 **Manhard.**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500

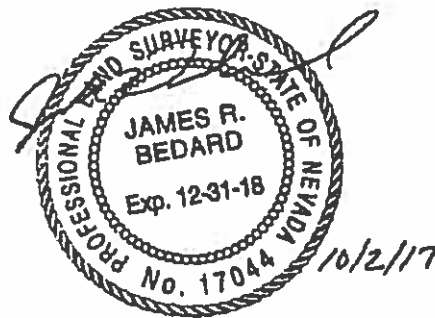
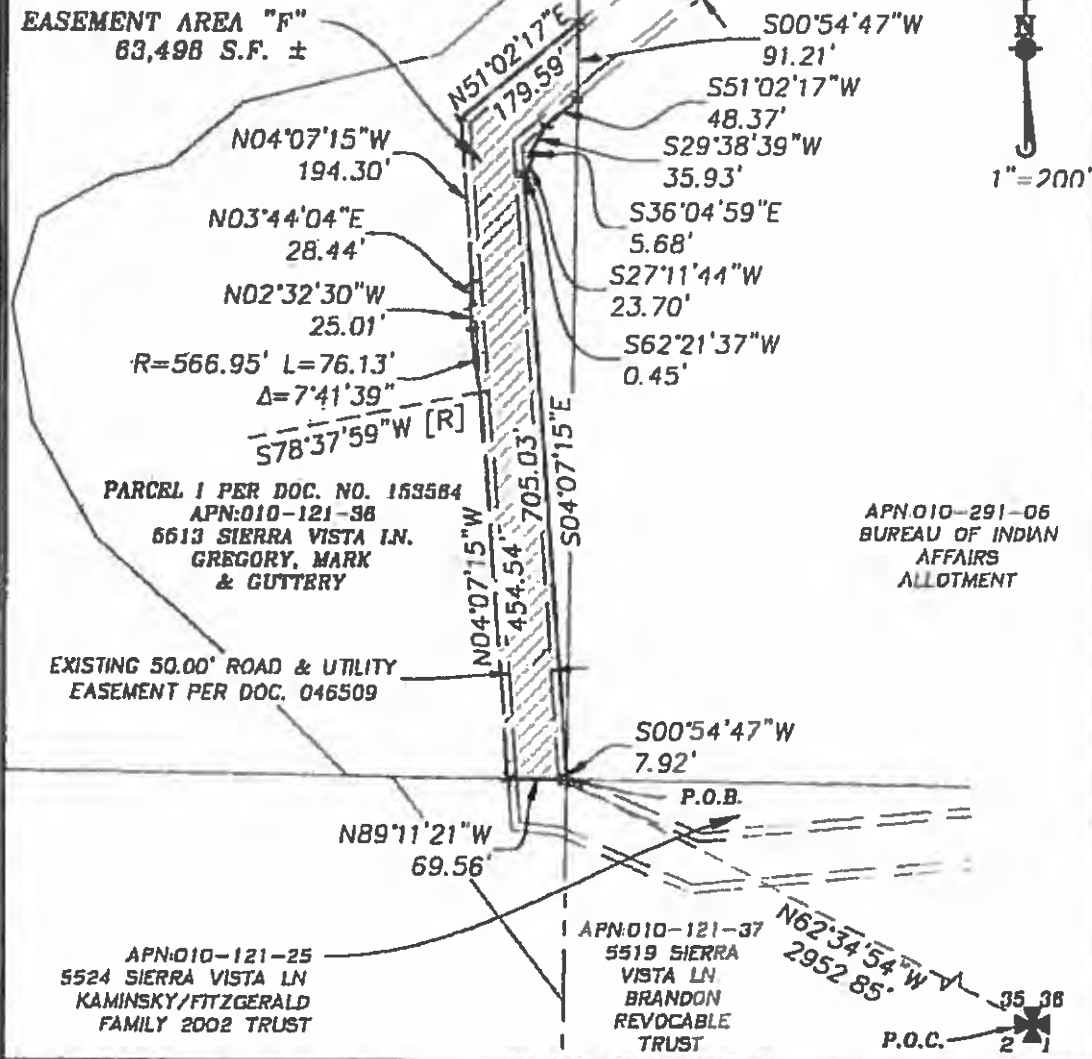


EXHIBIT "F"










EXISTING 10.00' SLOPE EASEMENT
PER DOC. 046509
EXISTING 10.00' SLOPE EASEMENT
PER DOC. 046509

EASEMENT AREA "F"
63,498 S.F. ±



EASEMENT AREA		CARSON CITY, NV	SIERRA VISTA LANE
PROJ. MGR.: JRB DRAWN BY: EEM DATE: 08/22/17 SCALE: 1"=200'		Manhard CONSULTING LTD 9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520	SHEET 1 of 2 CCCCNV

LEGEND

-  = SECTION CORNER, FOUND AS NOTED
- [R] = RADIAL BEARING
- PUE = PUBLIC UTILITY EASEMENT
- ROS = RECORD OF SURVEY
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- S.F. = SQUARE FEET
-  = EX. PROPERTY LINE
-  = EX. SECTION LINE
-  = EX. CONSTRUCTION CENTERLINE
-  = EX. EDGE OF PAVEMENT
-  = EX. EASEMENT LINE
-  = SURVEY TIE
-  = PROP. EASEMENT LINE
-  = PROPOSED EASEMENT AREA

BASIS OF BEARINGS

SOUTH 06°21'13" WEST BETWEEN CARSON CITY CONTROL MONUMENTS CC048 AND CC049 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA, AS FILE NO. 403425 DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS AND A COMBINED GRID TO GROUND FACTOR = 1.0002100141. ALL DISTANCES SHOWN HEREIN ARE GROUND VALUES.

EASEMENT AREA

CARSON CITY, NV

SIERRA VISTA LANE

PROJ. MGR.: JRB
 DRAWN BY: EEM
 DATE: 08/22/17
 SCALE: N/A



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SHEET
2 of **2**
 CCCCNV

EXHIBIT 4

EXHIBIT 4

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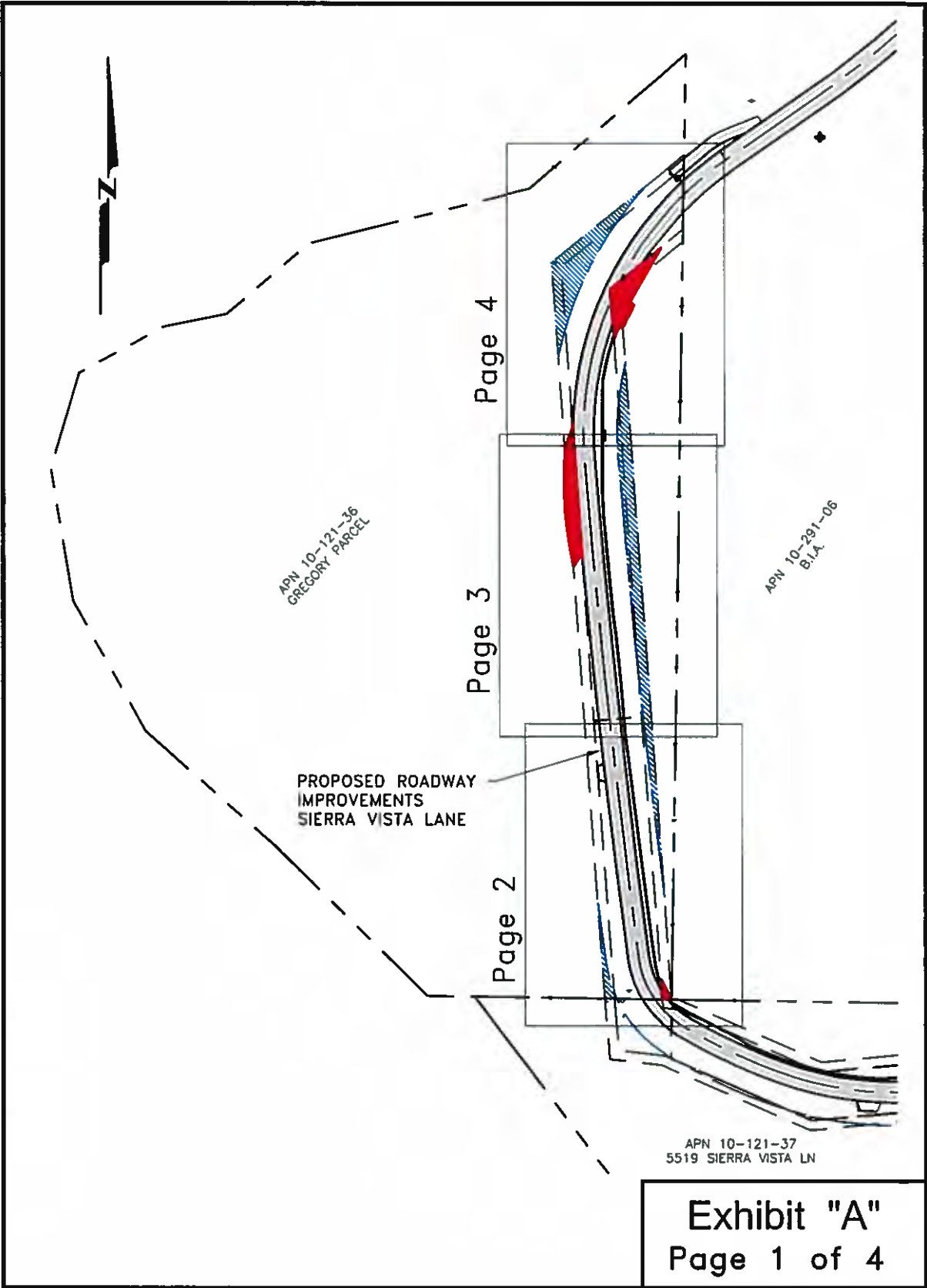
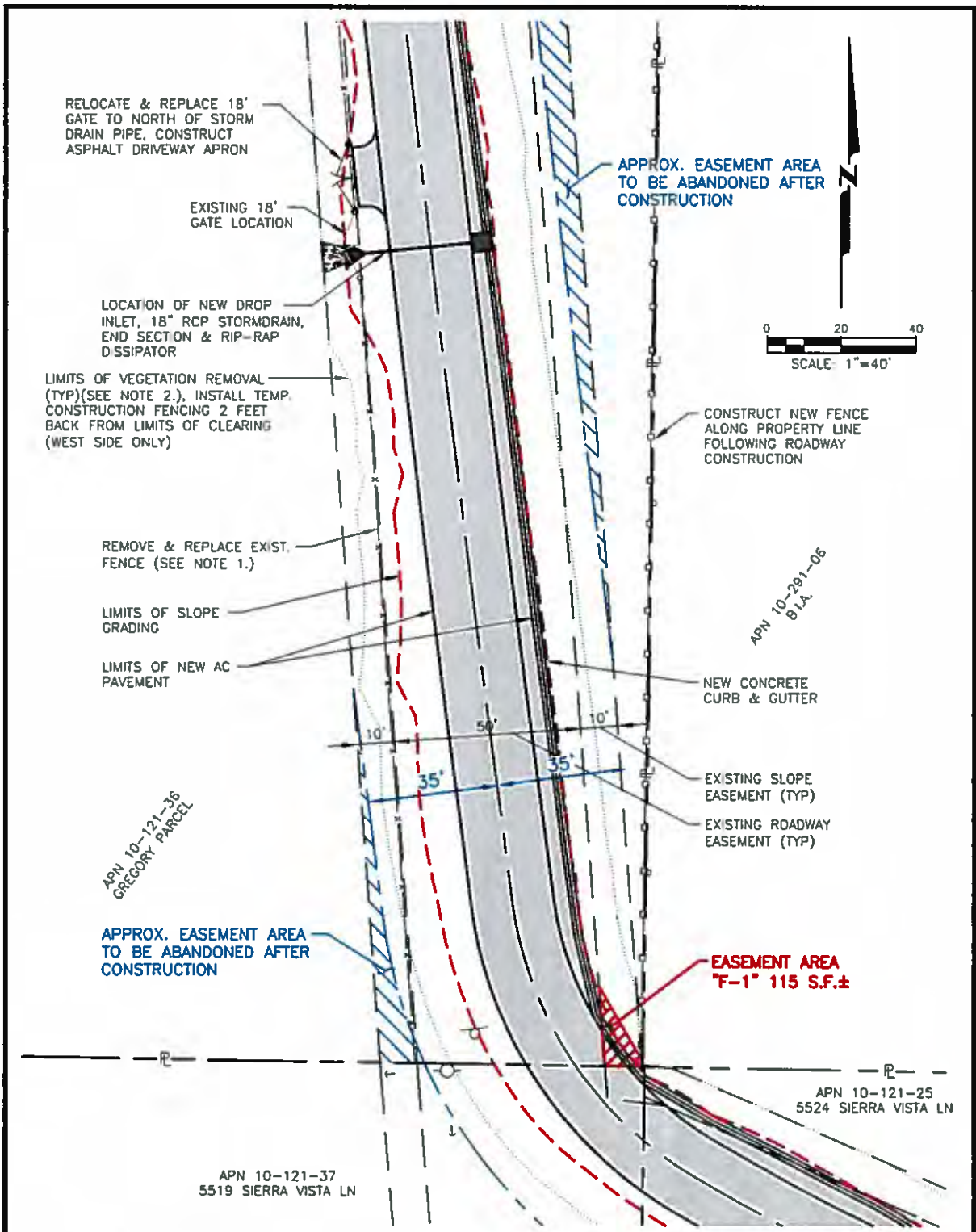


Exhibit "A"
Page 1 of 4

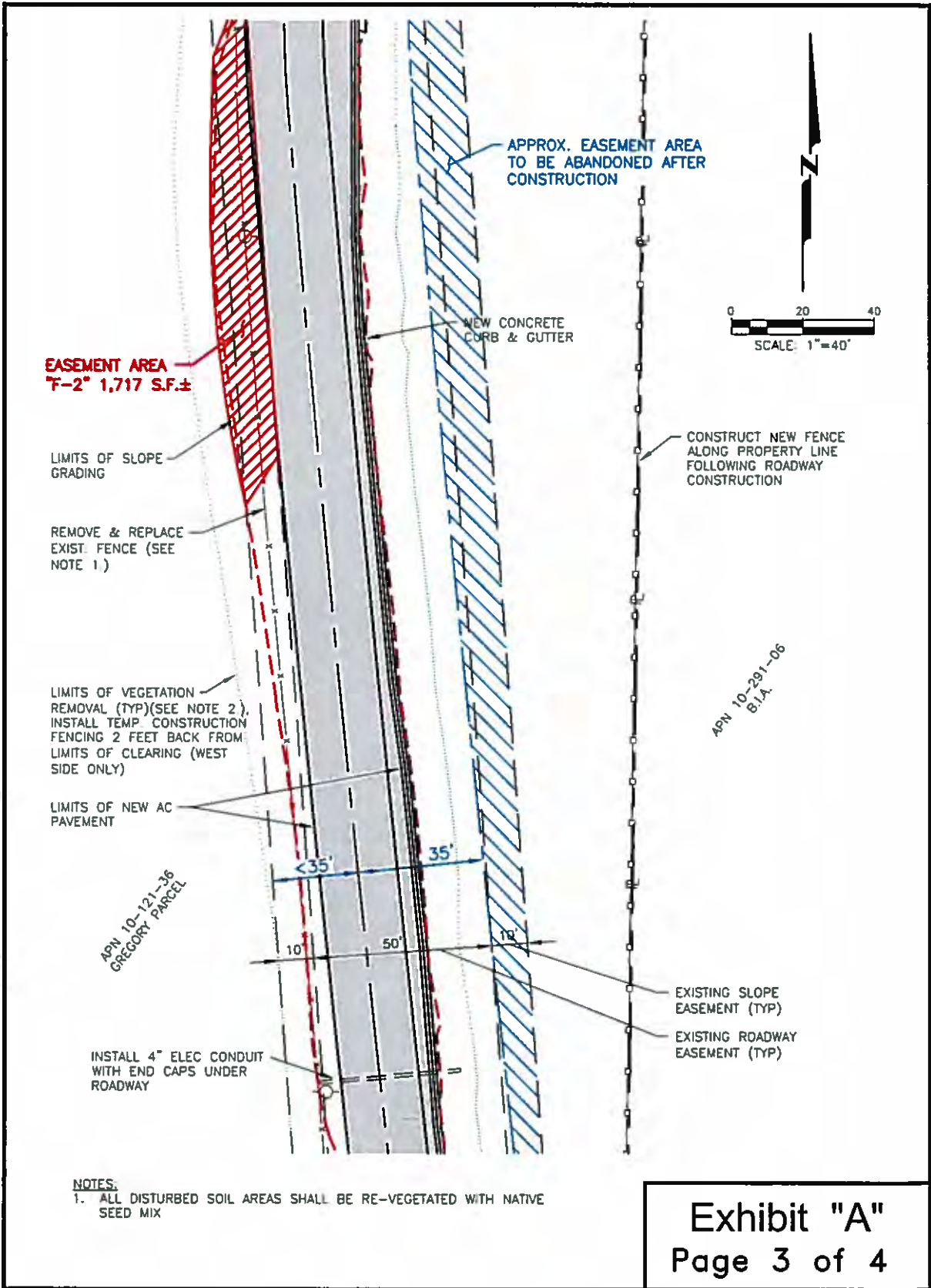
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- NOTES:**
1. ALL DISTURBED SOIL AREAS SHALL BE RE-VEGETATED WITH NATIVE SEED MIX.

Exhibit "A"
Page 2 of 4

I:\CAPITAL PROJECTS\Pre-Projects\DMC-SERRAVISTA\DWG\From Consultant\SDZ plans\EXHIBIT A.dwg



EASEMENT AREA
F-2" 1,717 S.F.±

APPROX. EASEMENT AREA
TO BE ABANDONED AFTER
CONSTRUCTION

NEW CONCRETE
CURB & GUTTER

0 20 40
SCALE: 1"=40'

LIMITS OF SLOPE
GRADING

CONSTRUCT NEW FENCE
ALONG PROPERTY LINE
FOLLOWING ROADWAY
CONSTRUCTION

REMOVE & REPLACE
EXIST. FENCE (SEE
NOTE 1)

LIMITS OF VEGETATION
REMOVAL (TYP)(SEE NOTE 2),
INSTALL TEMP. CONSTRUCTION
FENCING 2 FEET BACK FROM
LIMITS OF CLEARING (WEST
SIDE ONLY)

LIMITS OF NEW AC
PAVEMENT

APN 10-121-36
GREGORY PARCEL

APN 10-291-06
B.I.A.

10' 50' 19'
35' 35'

EXISTING SLOPE
EASEMENT (TYP)

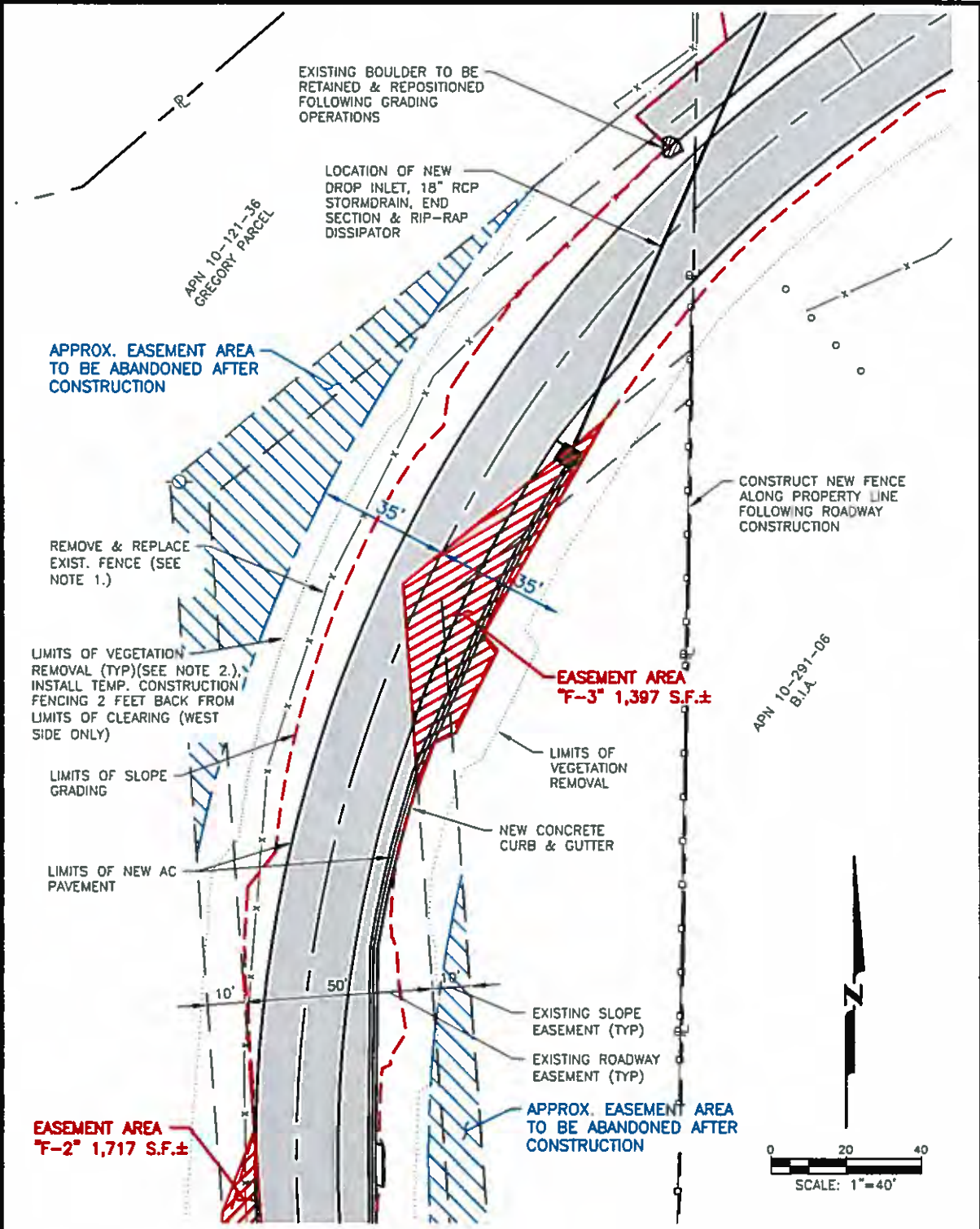
EXISTING ROADWAY
EASEMENT (TYP)

INSTALL 4" ELEC CONDUIT
WITH END CAPS UNDER
ROADWAY

NOTES:
1. ALL DISTURBED SOIL AREAS SHALL BE RE-VEGETATED WITH NATIVE
SEED MIX

Exhibit "A"
Page 3 of 4

I:\CAPITAL PROJECTS\Pre-Projects\DMC-SIERRAVISTA\DWG\Fram Consultant\90% plans\EXHIBIT A.dwg



NOTES:
 1. ALL DISTURBED SOIL AREAS SHALL BE RE-VEGETATED WITH NATIVE SEED MIX.

Fence Construction Specifications:

A. All fencing shall use Red Brand Non-climb Horse Fence



Smooth on both sides to prevent snags and injuries to animals.

Narrow vertical mesh keeps hooved animals (horses) from stepping through or walking down fence;

12.5 gauge wire woven fence;

class 1;

zinc coating;

2 inch vertical spacing;

4 inch horizontal spacing;

48 inches high;

barbed wire double strand for the top of the fence.

B. All fencing shall use Fence Posts Peeler-Core (Treated)

Diameter 6 inches;

Height 8 foot;

Wood Post product CCA treatment to prevent deterioration of wood & repels insects;

Set in cement every 20 feet;

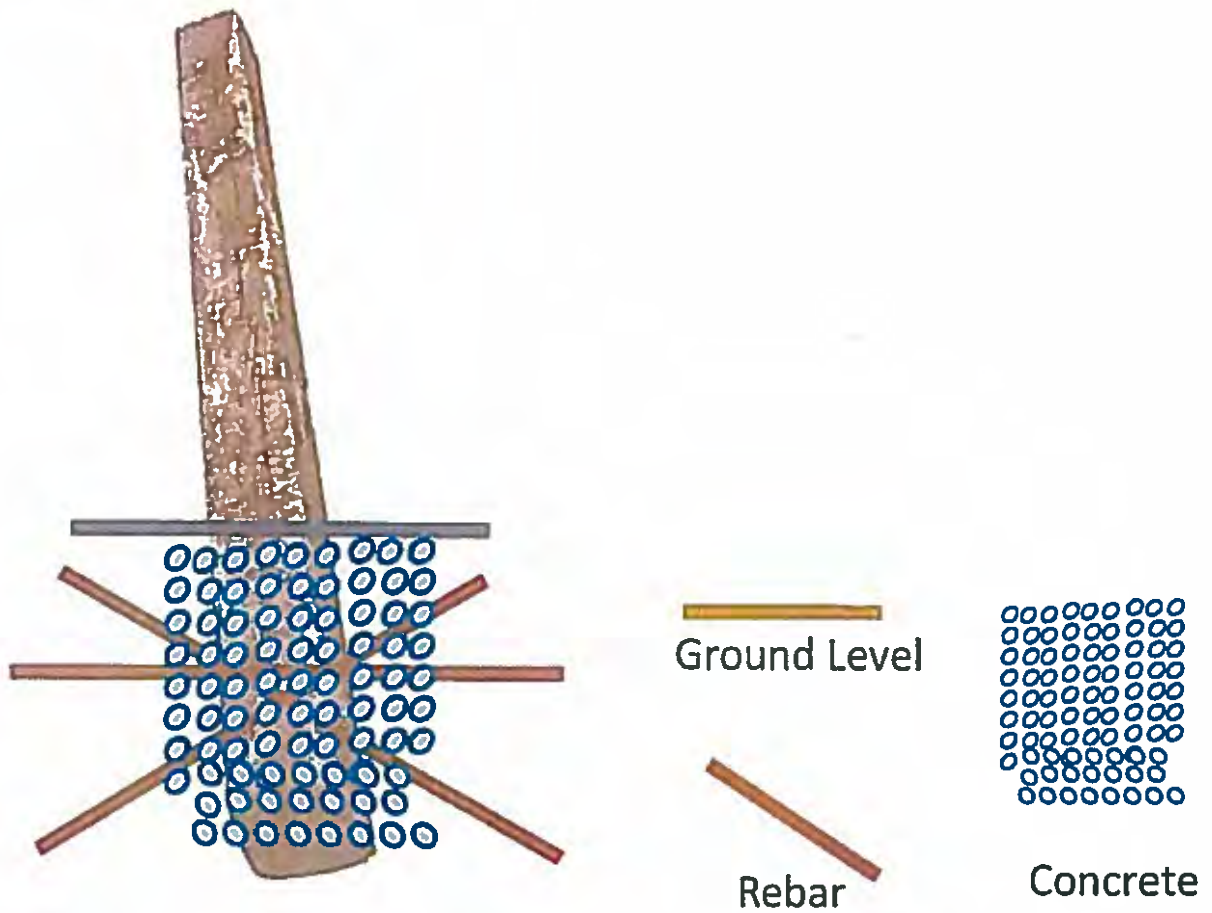
C. Railroad Ties shall be installed at 20 foot intervals and at the end of fence runs to strengthen fencing.

Creosote Treated (Common: 7 inch x 9 inch x 8 foot; Actual: 96 inches)

D. Deadmans for Railroad Ties

5/8 inch steal rebar installed in drilled holes at the bottom 2 feet of 8 foot post set in cement.

8ft Railroad Tie with Deadman



2ft in ground
Set in Cement!



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To accept the donation of a permanent easement for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA), and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to accept the donation of a permanent easement for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41).

Background/Issues & Analysis

Due to discrepancies between the existing roadway and access/drainage easements for Sierra Vista Lane, the Public Works Department needs to obtain appropriate easements from private property owners prior to moving forward with construction.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Streets Maintenance 256

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Funds are available in the account for maintenance responsibilities associated with Sierra Vista Lane.

Alternatives

Do not accept donation of easement.

Accept donation of easement with modification.

Supporting Material

Easement Deed for Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

APN 010-121-41

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

EASEMENT DEED

THIS EASEMENT DEED, is made this 21st day of Sept., 2017, between Josh A. and Michelle C. Oster, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:


We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted Parcel 4 of Easement Area G in Exhibit "C-1" and Exhibit "G", attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.



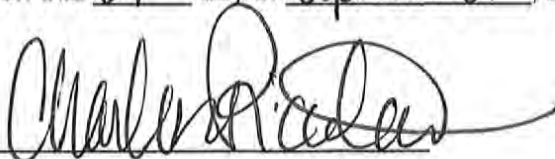
Josh A. Oster



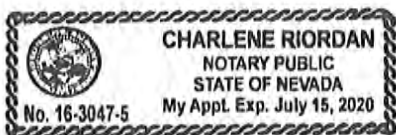
Michelle C. Oster-Hamilton

STATE OF Nevada)
COUNTY OF Carson City)

This instrument was acknowledged before me on this 21st day of September, 2017 by Josh Oster.



Charlene Riordan



**EXHIBIT C-1
LEGAL DESCRIPTION OF EASEMENT**

EASEMENT AREA G

Servient Parcels: A portion of that parcel of Lot Line Deletion Document No. 324427 (Doc. No. 324427) recorded August 31, 2004 in the Carson City Recorders Office, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada, and a portion Parcel 2 of Parcel Map No. 1609 (PM No. 1609) recorded December 20, 1988 as File No. 79790, Book 6, Page 1609 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area G: (See Exhibit "G" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 35°12'32" West, a distance of 3,260.58 to a point on the southerly boundary of said Parcel 4;

Thence, along the southerly boundary of said Parcel 4, North 89°16'57" West, a distance of 98.62 feet to the beginning of a non-tangent curve to the left, a radial line to said beginning bears South 39°16'28" East;

Thence, departing said southerly boundary, northwesterly, a distance of 141.05 feet along the arc of a 100.03 foot radius curve through a central angle of 80°47'22" to the beginning of a tangent compound curve;

Thence, northwesterly, a distance of 152.77 feet along the arc of a 1810.39 foot radius curve through a central angle of 04°50'06";

Thence, North 39°26'14 West, a distance of 33.86 feet;

Thence, North 11°58'53" West, a distance of 5.80 feet to the beginning of a non-tangent curve to the left, a radial line to said beginning bears North 53°51'50" East;

Thence, northwesterly, a distance of 51.15 feet along the arc of a 1,810.39 foot radius curve through a central angle of 01°37'08" to the beginning of a tangent reverse curve;

Thence, northerly, a distance of 122.18 feet along the arc of a 240.04 foot radius curve through a central angle of 29°09'52";

Thence, North 58°45'19" West, a distance of 14.16 feet;

Thence, North 26°46'09" West, a distance of 30.37 feet to a point on the ordinary high water line of the Carson River;

Thence, along said ordinary high water line, the following 32 courses;

1. North 11°26'46" East, a distance of 16.50 feet;
2. North 13°23'33" East, a distance of 21.64 feet;
3. North 13°19'28" East, a distance of 13.05 feet;
4. North 05°26'25" East, a distance of 7.05 feet;
5. North 07°35'41" East, a distance of 10.11 feet;
6. North 08°36'56" East, a distance of 11.15 feet;
7. North 12°18'29" East, a distance of 18.81 feet;
8. North 09°51'57" East, a distance of 15.60 feet;
9. North 04°14'11" East, a distance of 9.05 feet;
10. North 03°05'39" East, a distance of 12.38 feet;
11. North 18°49'29" West, a distance of 15.53 feet;
12. North 14°44'37" West, a distance of 13.13 feet;
13. North 13°19'28" West, a distance of 13.05 feet;
14. North 00°00'00" East, a distance of 10.02 feet;
15. North 15°38'32" East, a distance of 8.67 feet;
16. North 12°31'44" East, a distance of 18.48 feet;
17. North 00°00'00" East, a distance of 9.02 feet;
18. North 07°51'12" East, a distance of 9.78 feet;

19. North $08^{\circ}07'48''$ West, a distance of 9.45 feet;
20. North $13^{\circ}10'21''$ West, a distance of 16.13 feet;
21. North $20^{\circ}22'35''$ West, a distance of 12.48 feet;
22. North $07^{\circ}07'30''$ West, a distance of 13.47 feet;
23. North $13^{\circ}36'02''$ West, a distance of 21.31 feet;
24. North $14^{\circ}59'42''$ West, a distance of 19.37 feet;
25. North $11^{\circ}32'05''$ West, a distance of 16.71 feet;
26. North $10^{\circ}22'33''$ West, a distance of 24.14 feet;
27. North $04^{\circ}45'49''$ West, a distance of 28.16 feet;
28. North $00^{\circ}00'00''$ East, a distance of 19.05 feet;
29. North $08^{\circ}21'57''$ West, a distance of 11.48 feet;
30. North $14^{\circ}02'10''$ West, a distance of 23.42 feet;
31. North $11^{\circ}53'19''$ West, a distance of 12.98 feet;
32. North $05^{\circ}21'21''$ West, a distance of 3.79 feet to a point along northerly boundary of said Parcel 2;

Thence, departing said ordinary high water line and along said northerly boundary of said Parcel 2, South $80^{\circ}48'01''$ East, 86.82 to the beginning of a non-tangent curve to the right, a radial line to said beginning bears South $83^{\circ}52'20''$ West;

Thence, departing said northerly boundary, southerly, a distance of 194.52 feet along the arc of a 1,960.42 foot radius curve through a central angle of $05^{\circ}41'06''$ to the beginning of a tangent reverse curve;

Thence, southerly, a distance of 54.62 feet along the arc of a 520.10 foot radius curve through a central angle of $06^{\circ}01'01''$;

Thence, North $87^{\circ}35'47''$ East, a distance of 38.30 feet;

Thence, South $00^{\circ}02'29''$ West, a distance of 91.64 feet;

Thence, North $65^{\circ}53'30''$ West, a distance of 39.20 feet;

Thence, South 00°45'11" West, a distance of 118.25 feet to the beginning of tangent curve to the left;

Thence, southeasterly, a distance of 107.56 feet along the arc of a 160.04 foot radius curve through a central angle of 38°30'29" to the beginning of a tangent reverse curve;

Thence, southeasterly, a distance of 253.75 feet along the arc of a 1,890.39 foot radius curve through a central angle of 07°41'28" to the beginning of a tangent compound curve;

Thence, southwesterly, a distance of 175.88 feet along the arc of a 180.03 foot radius curve through a central angle of 55°58'32" to a point on the southerly boundary of said Parcel 4 and the **Point of Beginning**.

Containing 84,684 square feet (1.94 acres), more or less.

BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

SURVEYOR'S CERTIFICATE

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James R. Bedard
Nevada PLS 17044
For and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 743-3500

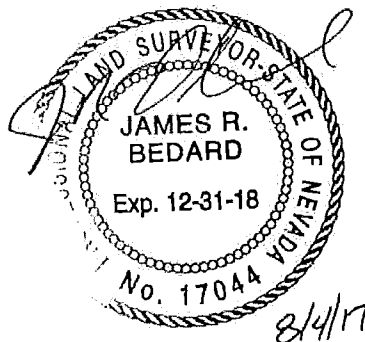


EXHIBIT "G"

APN:010-121-18
OPEN SPACE,
CARSON CITY

EXISTING
ROADWAY

APN:010-121-20
OPEN SPACE,
CARSON CITY



S80°48'01"E
86.82'

S83°52'20"W [R]

EASEMENT AREA "G"
84,684 S.F. ±

SEE DETAIL "A"
ON FOLLOWING
SHEET

R=1960.42' L=194.52'
Δ=5°41'06"

R=520.10' L=54.62'
Δ=6°01'01"

N87°35'47"E
38.30'

S00°02'29"W
91.64'

N65°53'30"W
39.20'

S00°45'11"W
118.25'

PARCEL 2 PER
PM#1609
APN:010-121-21
MARTIN, KATHI

N26°46'09"W
30.37'

N58°45'19"W
14.16'

R=240.04' L=122.18'
Δ=29°09'52"

R=1810.39' L=51.15'
Δ=1°37'08"

N53°51'50"E [R]

N11°58'53"W
5.80'

N39°26'14"W
33.86'

R=1810.39' L=152.77'
Δ=4°50'06"

R=100.03' L=141.05'
Δ=80°47'22"

R=160.04' L=107.56'
Δ=38°30'29"

R=1890.39' L=253.75'
Δ=7°41'28"

DOC. NO. 324427
APN:010-121-41
OSTER, JOSH &
MICHELLE

EXISTING
50.00'

ROAD AND UTILITY
EASEMENT PER
PM NO. 1609

APN:010-291-05
BUREAU OF LAND
MANAGEMENT

R=180.03' L=175.88'
Δ=55°58'32"

P.O.B.

S39°16'28"E [R]

N89°16'57"W
98.62'

N35°12'32"W

P.O.C.

APN:010-291-06
BUREAU OF INDIAN
AFFAIRS
ALLOTMENT

EASEMENT AREA

CARSON CITY, NV

SIERRA VISTA LANE

PROJ. MGR.: JRB
DRAWN BY: EEM
DATE: 08/03/17
SCALE: 1"=200'



Manhard
CONSULTING
9850 Double R Blvd, Suite 101, Reno, NV 89521
tel: (775) 746-3500 fax: (775) 746-3520

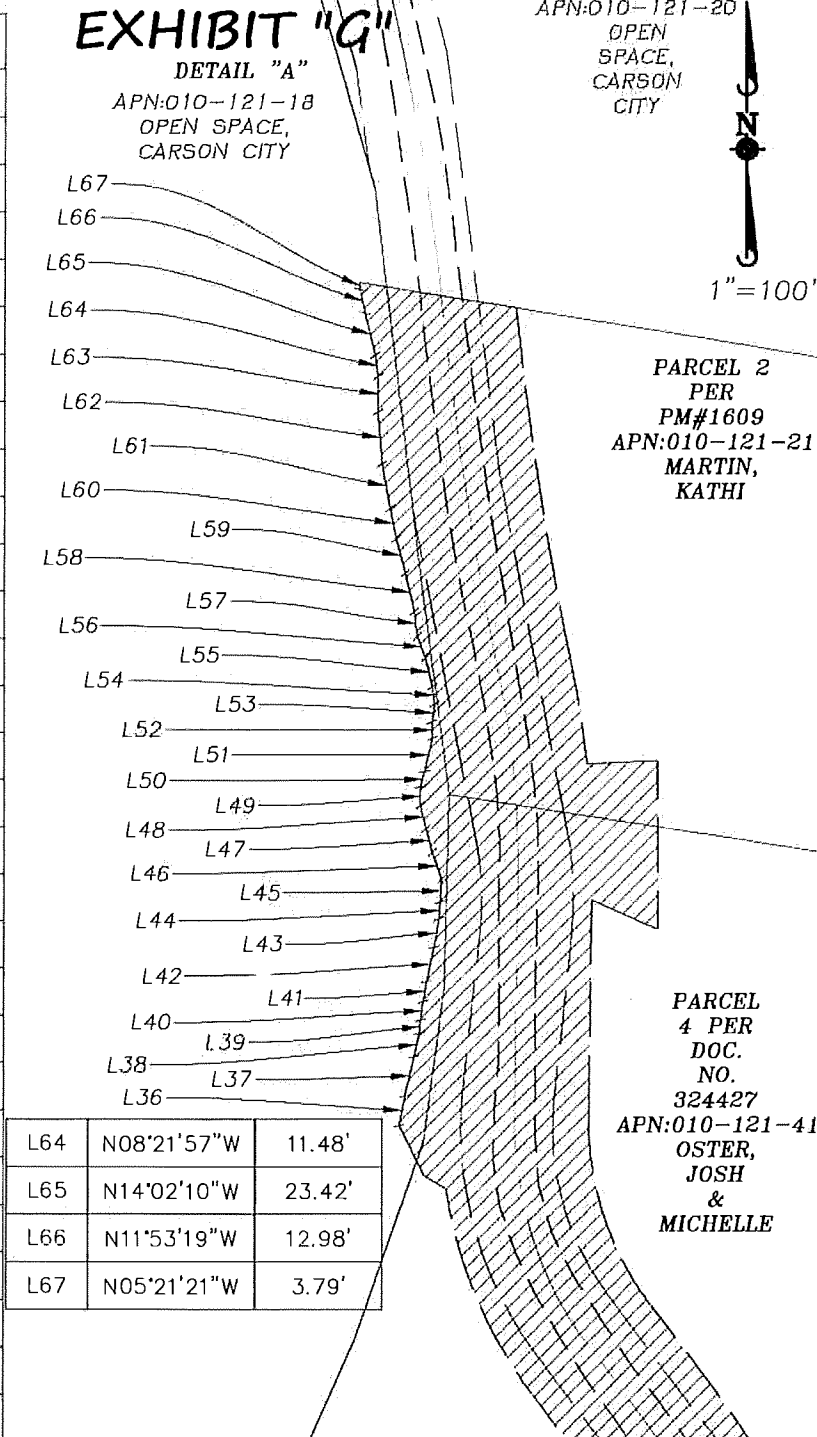
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SHEET

1 OF 3

CCCCNV

LINE TABLE		
LINE	BEARING	LENGTH
L36	N11°26'46"E	16.50'
L37	N13°23'33"E	21.64'
L38	N13°19'28"E	13.05'
L39	N05°26'25"E	7.05'
L40	N07°35'41"E	10.11'
L41	N08°36'56"E	11.15'
L42	N12°18'29"E	18.81'
L43	N09°51'57"E	15.60'
L44	N04°14'11"E	9.05'
L45	N03°05'39"E	12.38'
L46	N18°49'29"W	15.53'
L47	N14°44'37"W	13.13'
L48	N13°19'28"W	13.05'
L49	N00°00'00"E	10.02'
L50	N15°38'32"E	8.67'
L51	N12°31'44"E	18.48'
L52	N00°00'00"E	9.02'
L53	N07°51'12"E	9.78'
L54	N08°07'48"W	9.45'
L55	N13°10'21"W	16.13'
L56	N20°22'35"W	12.48'
L57	N07°07'30"W	13.47'
L58	N13°36'02"W	21.31'
L59	N14°59'42"W	19.37'
L60	N11°32'05"W	16.71'
L61	N10°22'33"W	24.12'
L62	N04°45'49"W	28.16'
L63	N00°00'00"E	19.05'



EASEMENT AREA CARSON CITY, NV SIERRA VISTA LANE










PROJ. MGR.: JRB
 DRAWN BY: EEM
 DATE: 08/03/17
 SCALE: 1"=100'



Manhard
 CONSULTING I F D
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 tel: (775) 746-3500 fax: (775) 746-3520

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 SHEET
2 OF **3**
 CCCCNV

LEGEND

-  = SECTION CORNER, FOUND AS NOTED
- () = RECORD DIMENSION
- PUE = PUBLIC UTILITY EASEMENT
- ROS = RECORD OF SURVEY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- POT = POINT OF TERMINUS
- AC = ACRES
- SF = SQUARE FEET
-  = EX. PROPERTY LINE
-  = EX. SECTION LINE
-  = EX. CONSTRUCTION CENTERLINE
-  = EX. EDGE OF PAVEMENT
-  = EX. EASEMENT LINE
-  = SURVEY TIE
-  = PROP. EASEMENT LINE
-  = PROPOSED EASEMENT AREA

BASIS OF BEARINGS

SOUTH 06°21'13" WEST BETWEEN CARSON CITY CONTROL MONUMENTS CC048 AND CC049 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA, AS FILE NO. 403425 DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS AND A COMBINED GRID TO GROUND FACTOR = 1.0002100141. ALL DISTANCES SHOWN HEREIN ARE GROUND VALUES.

EASEMENT AREA	CARSON CITY, NV	SIERRA VISTA LANE
PROJ. MGR.: <u>JRB</u> DRAWN BY: <u>EEM</u> DATE: <u>08/03/17</u> SCALE: <u>N/A</u>	 <p>Manhard CONSULTING LTD. <small>© 2008 ALL RIGHTS RESERVED</small> www.manhard.com 9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520</p>	SHEET <div style="font-size: 2em; font-weight: bold;">3</div> OF <div style="font-size: 2em; font-weight: bold;">3</div> CCCCNV



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To ratify Right of Entry Agreements for construction of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Kathi A. Martin (APN 010-121-21), Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25), Bruce A. Miller (APN 010-121-26), Randy W. and Lisa G.F. Jones (APN 010-12-127), Brandon Revocable Trust (APN 010-121-37), Roger G. and Diana L. Preston (APN 010-121-38), and Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA), and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to ratify Right of Entry Agreements for construction of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Kathi A. Martin (APN 010-121-21), Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25), Bruce A. Miller (APN 010-121-26), Randy W. and Lisa G.F. Jones (APN 010-12-127), Brandon Revocable Trust (APN 010-121-37), Roger G. and Diana L. Preston (APN 010-121-38), and Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41).

Background/Issues & Analysis

Due to discrepancies between the existing roadway and access/drainage easements for Sierra Vista Lane, the Public Works Department needs to obtain appropriate easements from private property owners prior to moving forward with construction. In addition to the easements, the City has requested a Right of Entry Agreement from each private property owner for entry upon their land for the construction of the roadway in areas where a permanent easement is not necessary. Typically Right of Entry agreements are approved by the Public Works Director. However, for this project, the Right of Entry Agreements include a provision which discusses that the Owner will sign, and the City will record, a revised permanent right-of-way easement. These agreements are being brought forward for ratification since acceptance of the easement can only be approved by the RTC.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Do not ratify the Right of Entry Agreements.

Ratify the Right of Entry Agreements with modification.

Supporting Material

- Kathi A. Martin (APN 010-121-21)
- Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25)
- Bruce A. Miller (APN 010-121-26)
- Randy W. and Lisa G.F. Jones (APN 010-12-27)
- Brandon Revocable Trust (APN 010-121-37)
- Roger G. and Diana L. Preston (APN 010-121-38) – Previous owner of parcel was the Scott Family Trust
- Josh A. Oster and Michelle C. Oster-Hamilton (APN 010-121-41)

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this 16 day of August 2017 between Kathi A. Martin, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5005 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-21

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

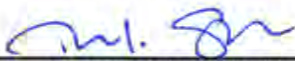
WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

OWNERS:

By: Kathi A Martin Aug 16, 2017
Kathi A. Martin Date

CITY:

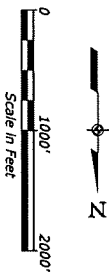
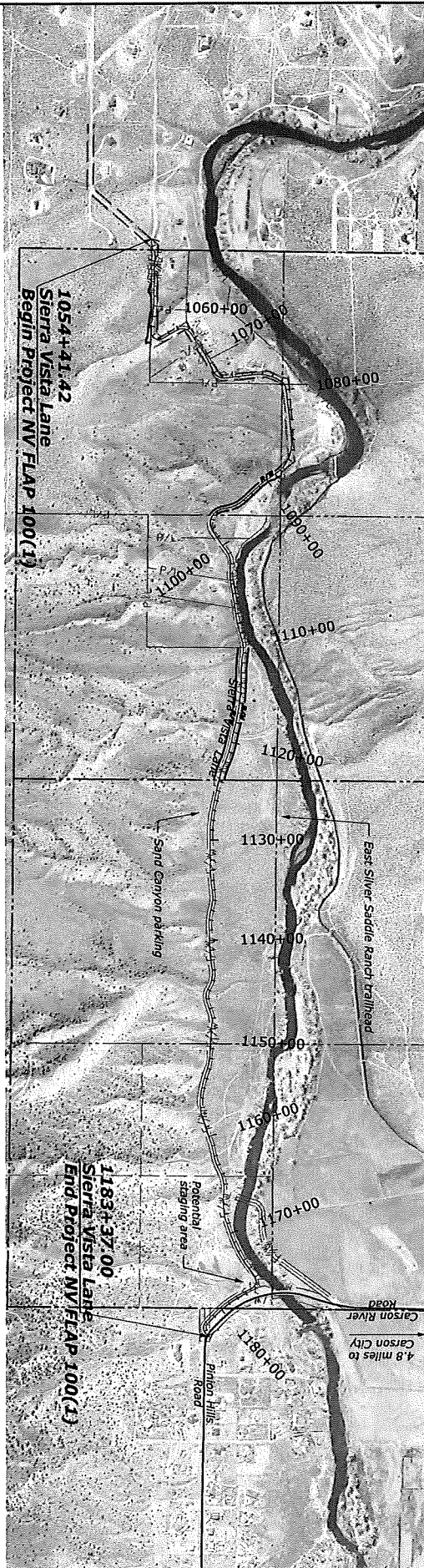
APPROVED BY:



Darren Schulz, Public Works Director

11-4-17

Date

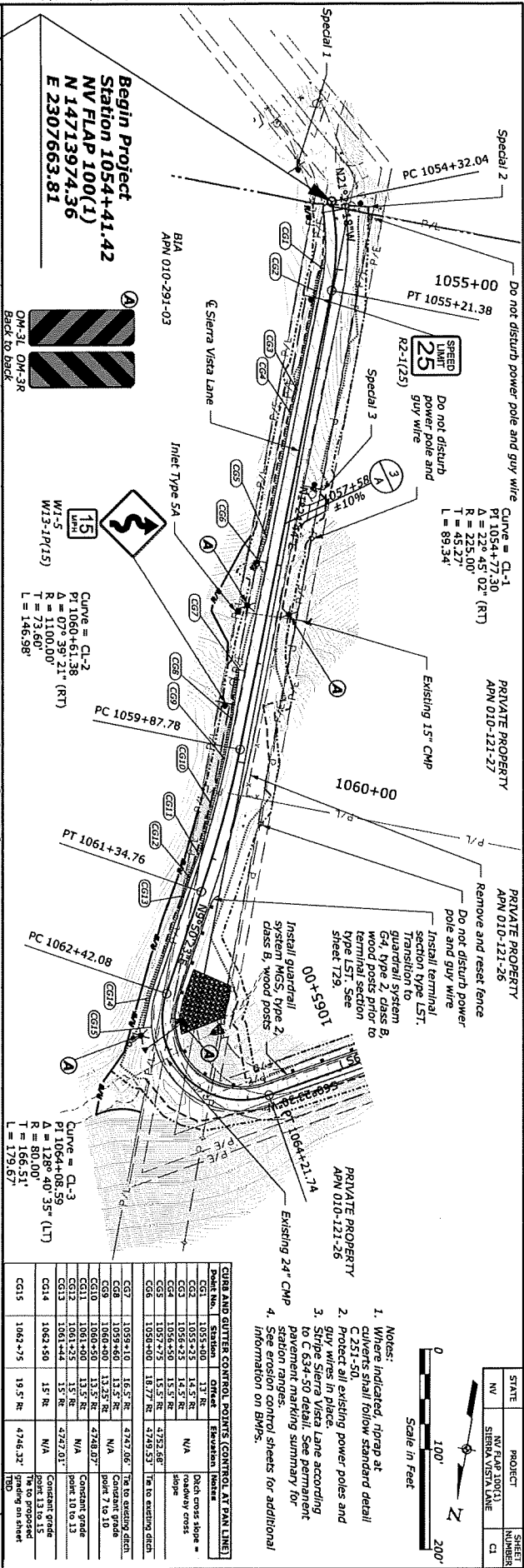
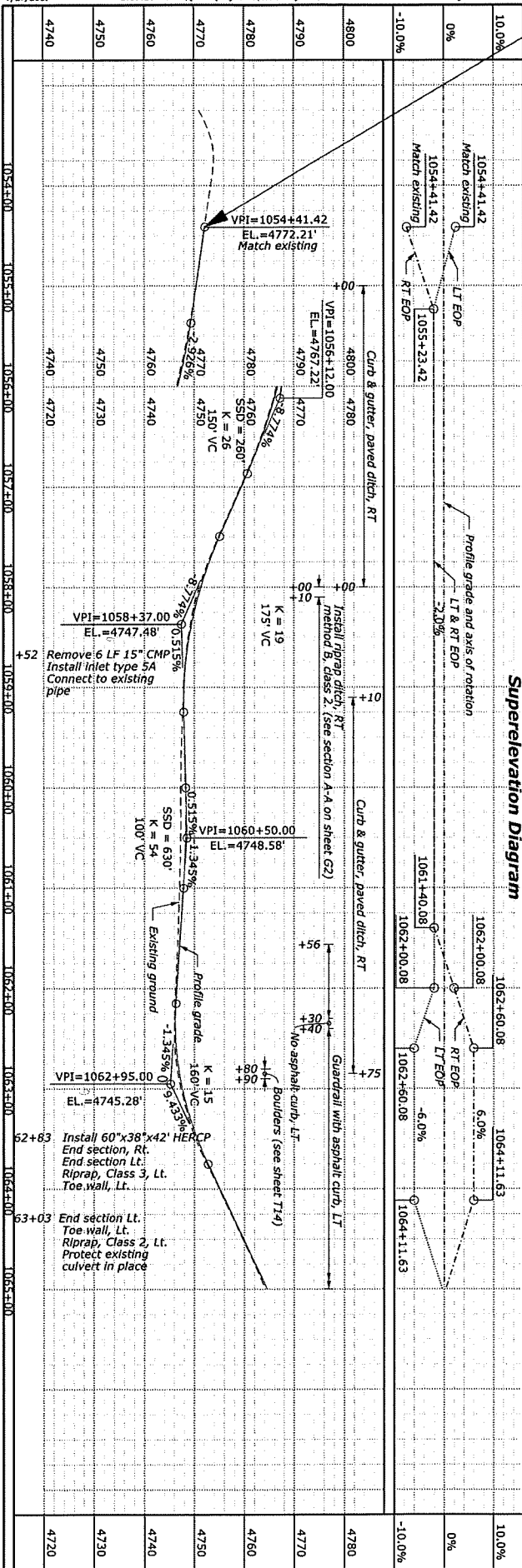


SITE MAP

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 CENTRAL FEDERAL LANDS HIGHWAY DIVISION

STATE	PROJECT	SHEET
NV	NV FLAP 100(1)	AS
SIERRA VISTA LANE		

Right of Entry Exhibit "A"



Superelevation Diagram

POINT NO.	STATION	GRADE	ELEVATION	MARKER
CG1	1055+00	1.37%	N/A	Drain cross slope = roadway cross
CG2	1055+25	1.57%	N/A	Drain cross slope = roadway cross
CG3	1055+50	1.57%	N/A	Drain cross slope = roadway cross
CG4	1055+75	1.57%	N/A	Drain cross slope = roadway cross
CG5	1055+100	1.57%	N/A	Drain cross slope = roadway cross
CG6	1055+125	1.57%	4792.66'	To existing ditch
CG7	1055+150	1.57%	4792.66'	To existing ditch
CG8	1055+175	1.57%	4792.66'	To existing ditch
CG9	1055+200	1.57%	4792.66'	To existing ditch
CG10	1060+00	13.25%	N/A	Constant grade point 7 to 10
CG11	1060+50	13.25%	N/A	Constant grade point 10 to 13
CG12	1061+00	13.25%	N/A	Constant grade point 13 to 15
CG13	1061+50	13.25%	N/A	Constant grade point 13 to 15
CG14	1062+00	13.25%	N/A	Constant grade point 13 to 15
CG15	1062+25	13.25%	4746.32'	To proposed curb on street

Notes:

- Where indicated, riprap at C-251.81 shall follow standard detail C-251.81.
- Protect all existing power poles and guy wires in place.
- Strip Sierra Vista Lane according to C-634-50 detail. See permanent pavement marking summary for station ranges.
- See erosion control sheets for additional information on BHPs.

Scale in Feet

0 100' 200'

STATE: NV PROJECT: NV-RAMP-100(1) SHEET NUMBER: C1

Begin Project
 Station 1054+41.42
 NV FLAP 100(1)
 N 14713974.36
 E 2307663.81



Curve = CL-2
 P = 1060.45
 A = 07°39'21" (RT)
 R = 1100.00'
 T = 73.60'
 L = 146.98'

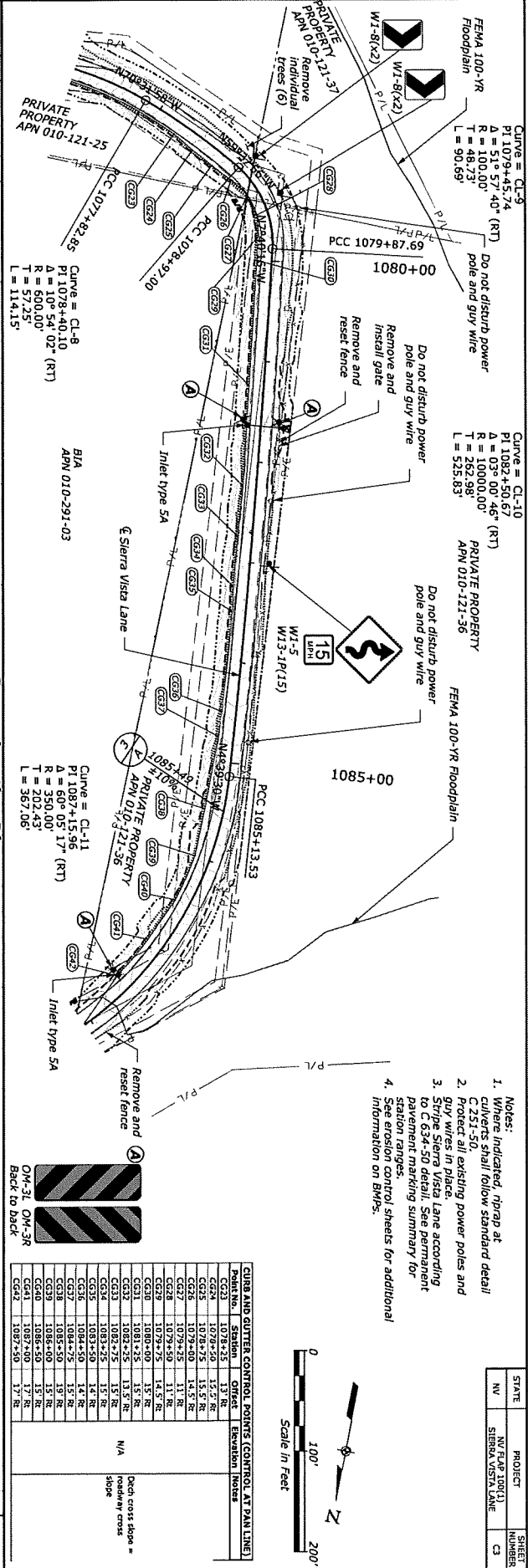
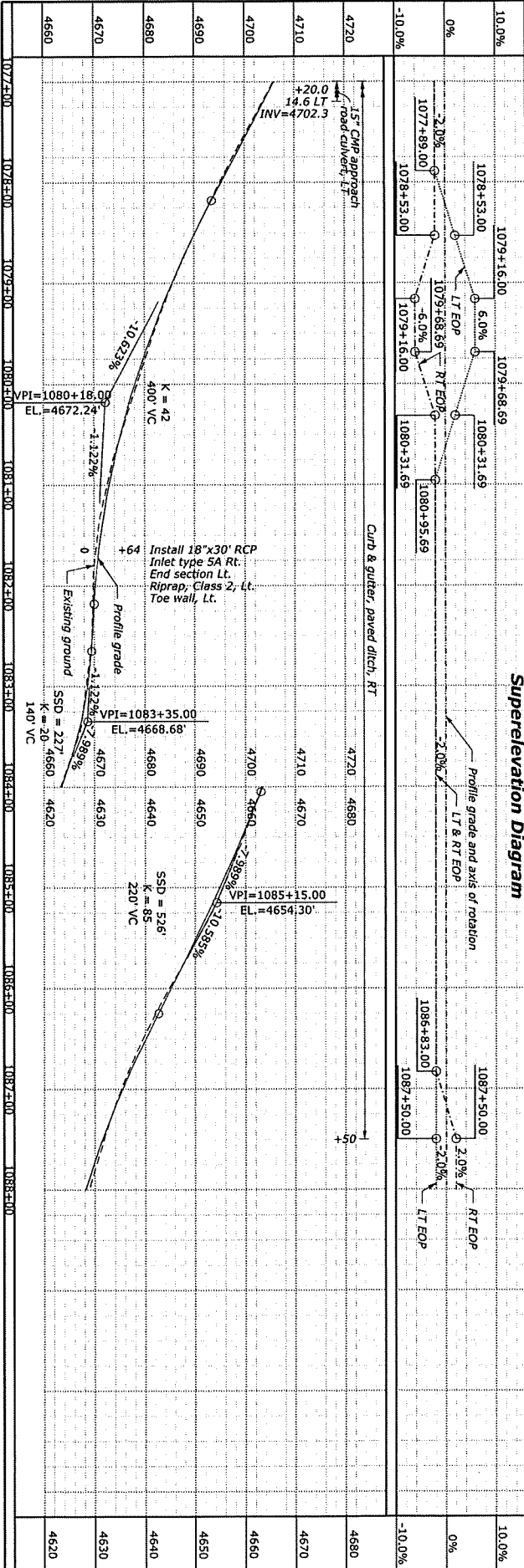
Curve = CL-3
 P = 1064+08.59
 A = 07°39'21" (LT)
 R = 80.00'
 T = 156.51'
 L = 179.67'

Do not disturb power pole and guy wire
 Curb = CL-1
 PT 1054+73.30
 A = 22°45'02" (RT)
 R = 225.00'
 T = 45.27'
 L = 89.34'

PRIVATE PROPERTY
 APN 010-121-27

PRIVATE PROPERTY
 APN 010-121-26

PRIVATE PROPERTY
 APN 010-121-26



Superelevation Diagram

Point No.	Station	Offset	Elevation	Notes
CG24	1078+50	15.5' R		
CG25	1078+75	15.5' R		
CG26	1078+00	14.5' R		
CG27	1079+25	11' R		
CG28	1079+50	14.5' R		
CG29	1077+25	14.5' R		
CG30	1080+00	15' R		
CG31	1081+25	13.5' R		
CG32	1082+50	15' R		
CG33	1083+75	15' R		
CG34	1083+00	14' R		
CG35	1083+50	14' R		
CG36	1084+00	15' R		
CG37	1084+75	15' R		
CG38	1085+00	19' R		
CG39	1085+50	15' R		
CG40	1086+00	15' R		
CG41	1087+00	17' R		
CG42	1087+50	17' R		

CURB AND GUTTER CONTROL POINTS (CONTROL AT PAV LINE)

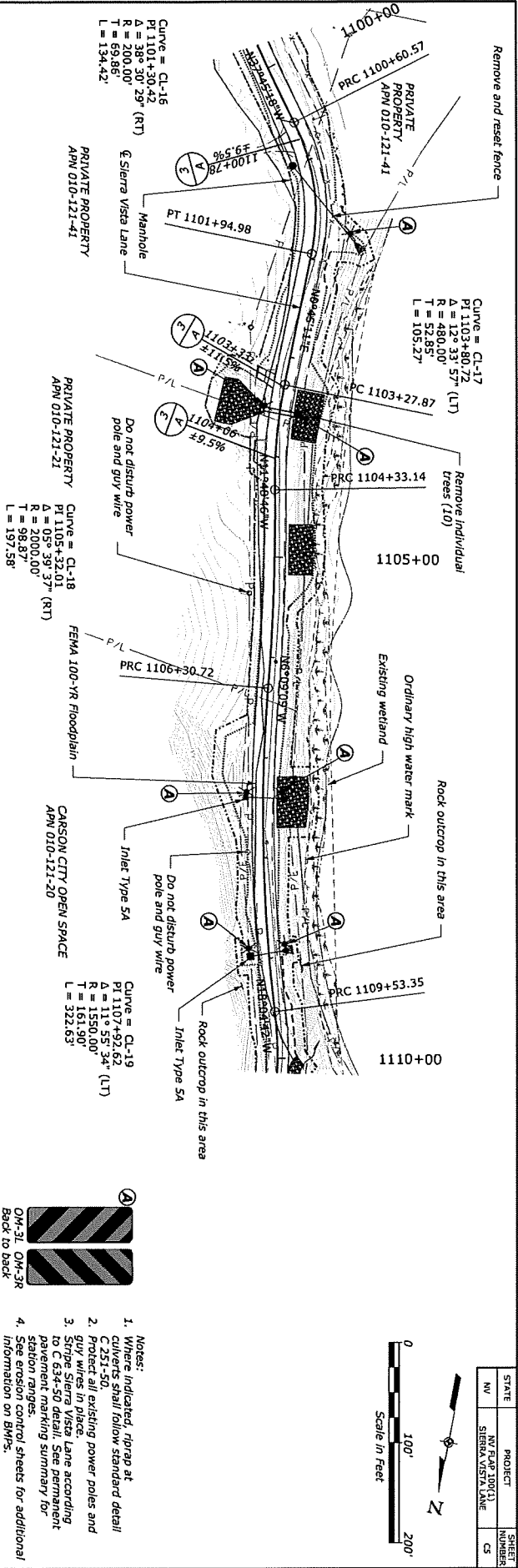
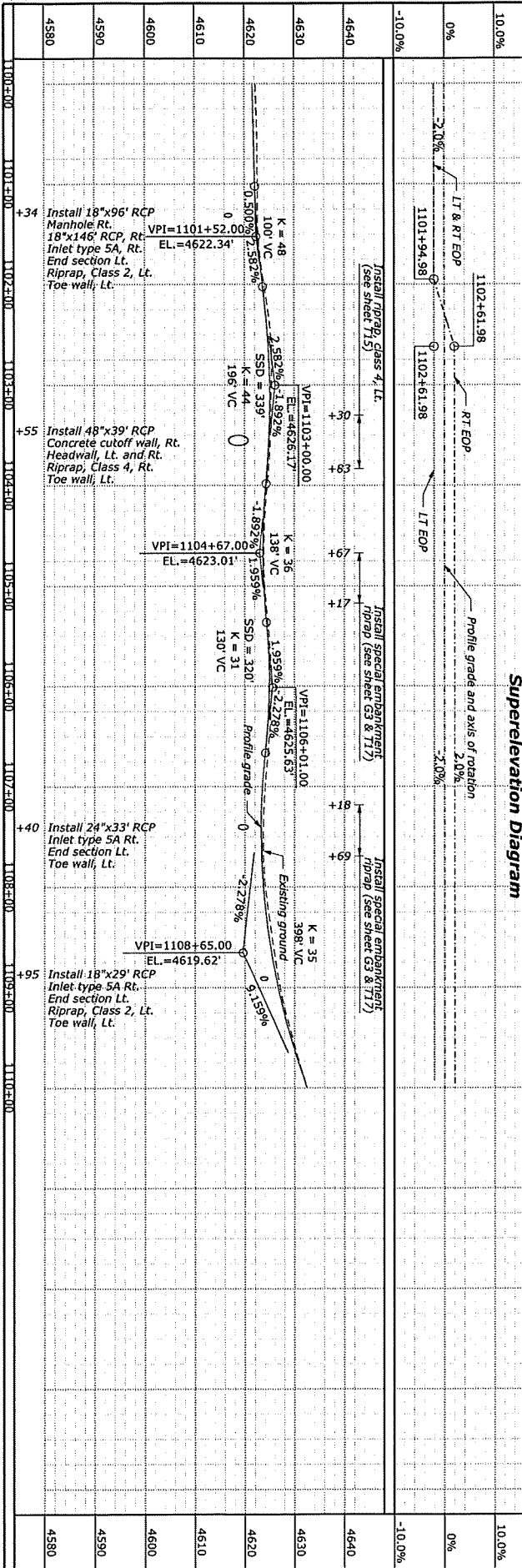
Depth cross slope = road/cross

OW-3L OW-3R Back to back

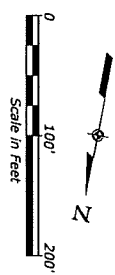
Notes:

1. Where indicated, riprap at culverts shall follow standard detail C251-50.
2. Protect all existing power poles and guy wires in place.
3. Utility lines in plan according to C-534-50 detail. See permanent pavement marking summary for station ranges.
4. See erosion control sheets for additional information on BMPs.

STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	C3



STATE	PROJECT	SHEET NUMBER
NV	NP-P\NP\SIV	CS



RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this 29 day of August 2017 between Kaminsky/Fitzgerald Family 2002 Trust, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5524 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-25

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

OWNERS:

By:  8/29/2017
Mark R. Kaminsky, Trustee Date

By:  8/29/2017
Ann Colleen Fitzgerald, Trustee Date

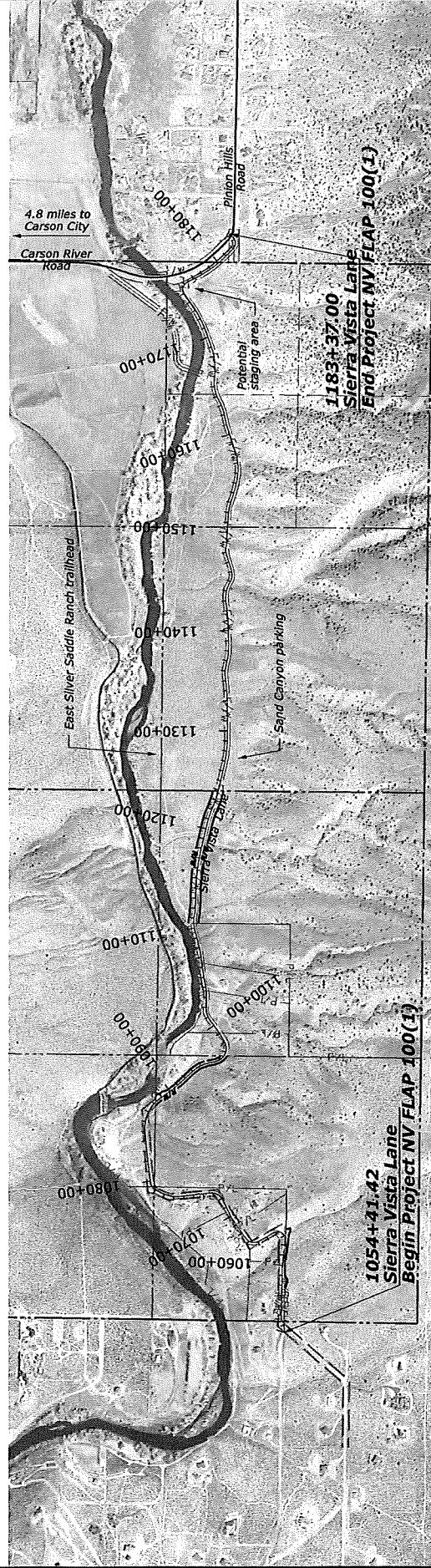
CITY:

APPROVED BY:

 11/4/17
Darren Schulz, Public Works Director Date

Right of Entry Exhibit "A"

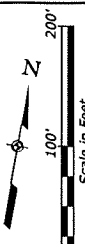
STATE	PROJECT	SHEET
NV	FLAP 100(1) SIERRA VISTA LANE	NUMBER
		A5



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

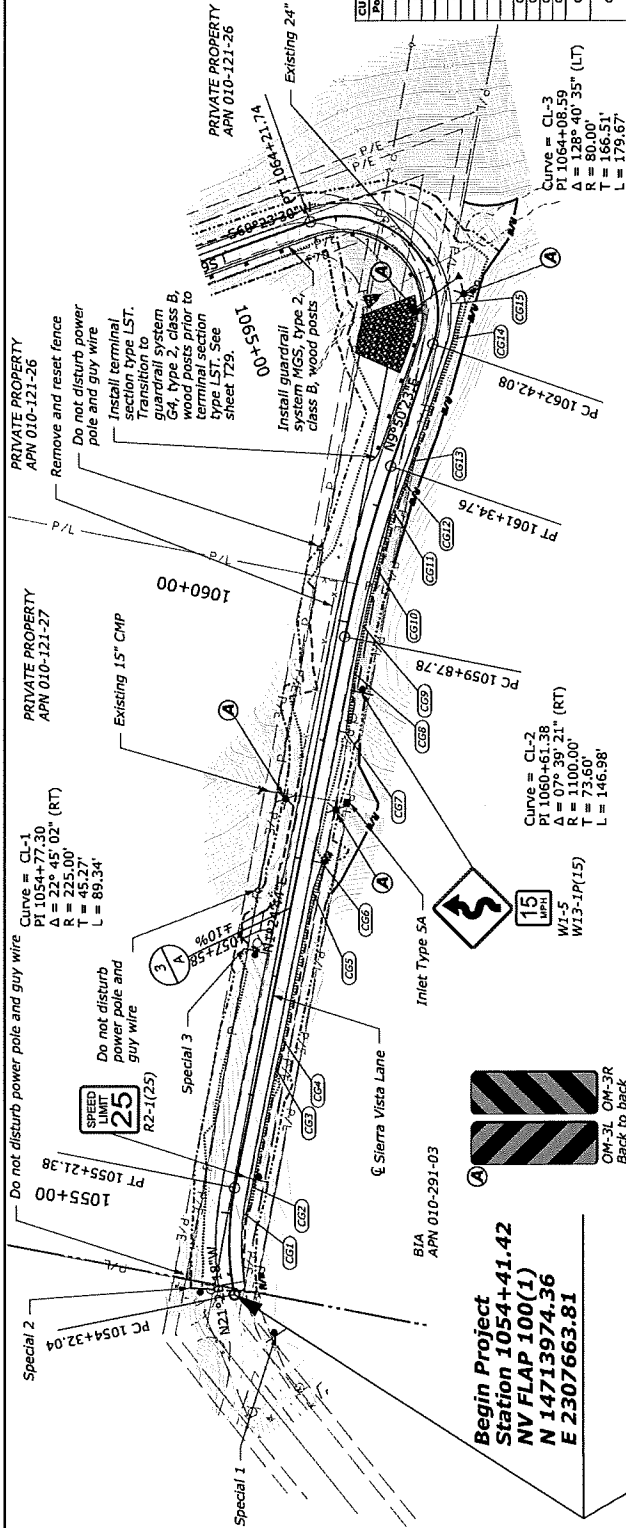
SITE MAP

SHEET NUMBER	PROJECT
CI	NV FLAP 100(1) SIERRA VISTA LANE
	STATE
	NV

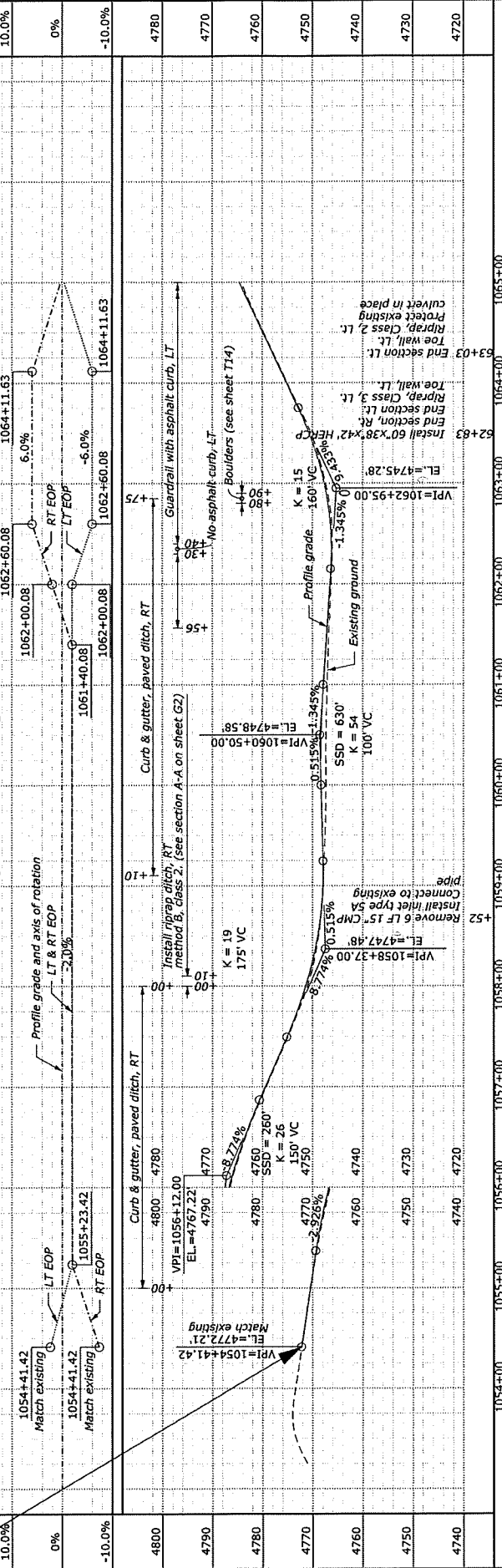


- Notes:
- Where indicated, riprap at culverts shall follow standard detail 251-50.
 - Remove and reset fence at existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station markings.
 - See erosion control sheets for additional information on BMPs.

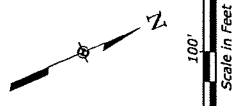
Point No.	Station	Offset	Elevation	Notes
CG1	1055+00	13' R	N/A	Ditch cross slope = roadway cross slope
CG2	1055+25	13.5' R	N/A	
CG3	1055+50	13.5' R	N/A	
CG4	1056+00	13.5' R	N/A	
CG5	1057+75	15.5' R	4752.88'	Tie to existing ditch.
CG6	1058+00	18.77' R	4749.53'	Tie to existing ditch.
CG7	1058+10	15.5' R	4747.06'	Tie to existing ditch.
CG8	1058+40	13.25' R	N/A	Curb to existing curb point 7 to 10
CG9	1060+00	13.25' R	4748.07'	Concrete grade
CG10	1061+00	13.5' R	N/A	Concrete grade
CG11	1061+25	13.5' R	4747.01'	Concrete grade
CG12	1061+40	13.5' R	N/A	Constant grade
CG13	1061+44	13.5' R	N/A	Constant grade
CG14	1062+50	15' R	N/A	Constant grade
CG15	1062+75	19.5' R	4746.32'	Tie to proposed grading on sheet 105



Superelevation Diagram

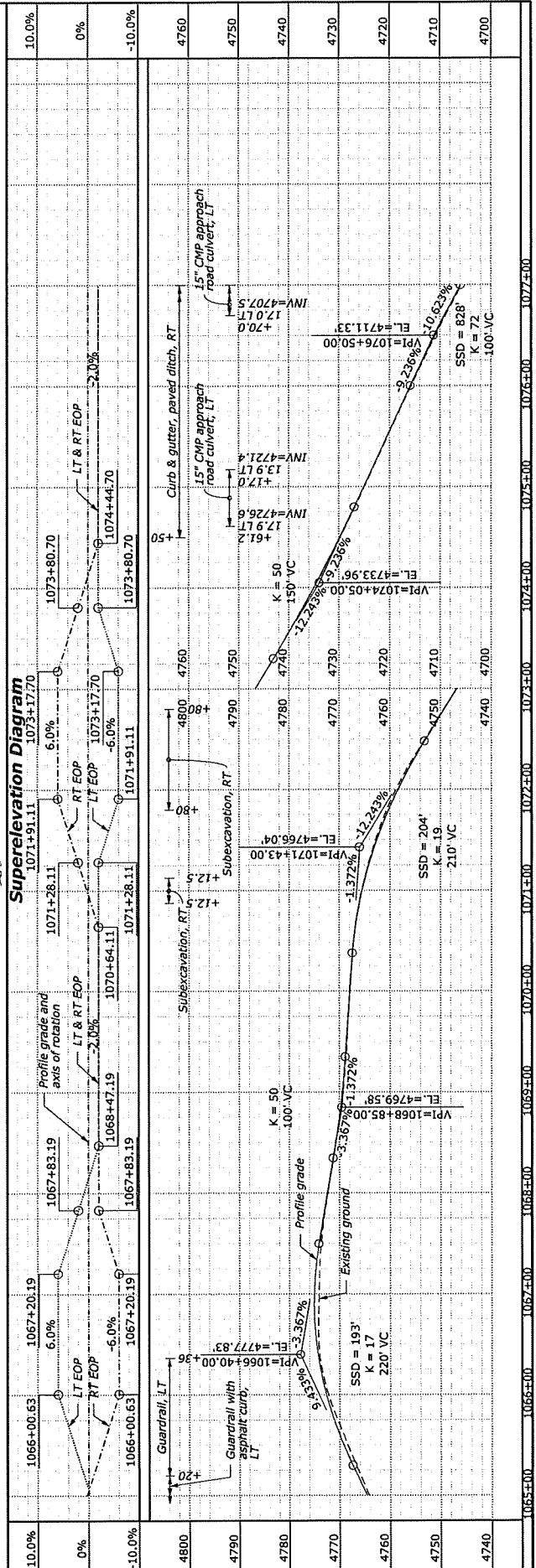
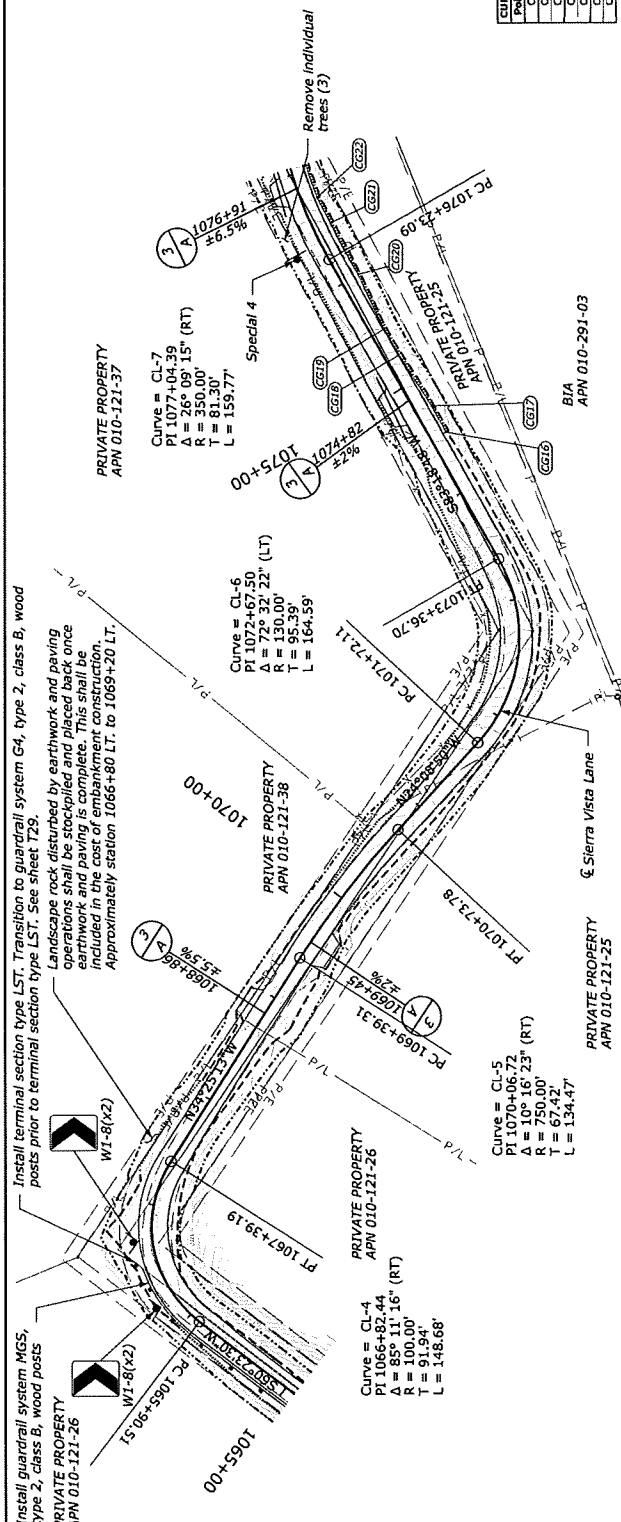


STATE	PROJECT	SHEET NUMBER
NV	NV RAMP 100(1) SIERRA VISTA LANE	C2

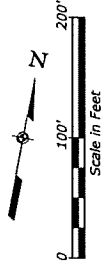


- Notes:
- Where indicated, riprap at C-251-50 shall follow standard detail.
 - Protect all existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

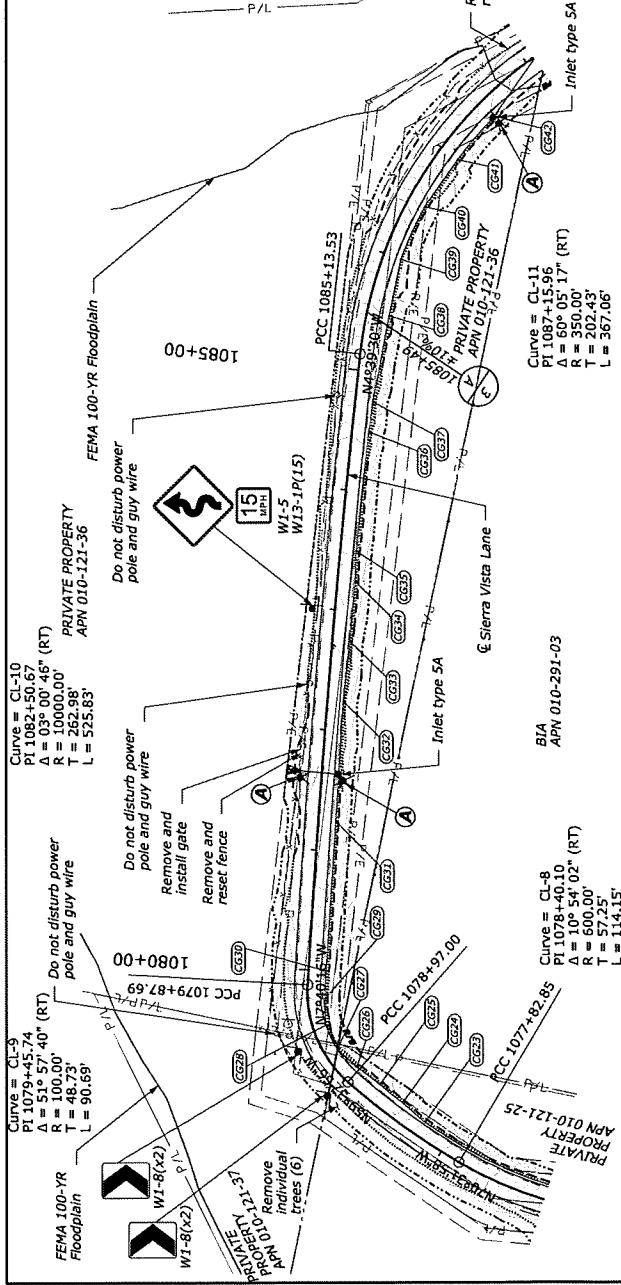
Point No.	Station	Offset	Elevation	Notes
CG16	1074+50	14' R		
CG17	1074+75	14' R		Drill cross slope = roadway crest
CG18	1074+75	11.5' R		
CG19	1075+50	11.5' R		
CG20	1076+00	15' R		
CG21	1076+50	15' R		
CG22	1076+75	13' R		



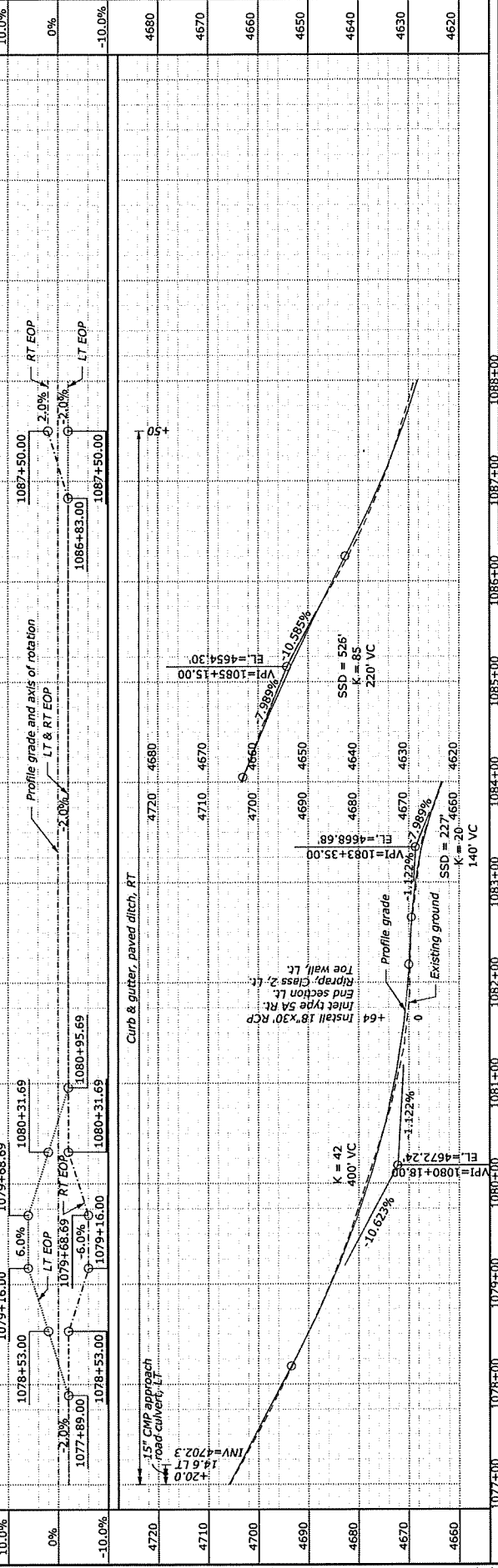
- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place.
 - Apply riprap detail according to C 534-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.



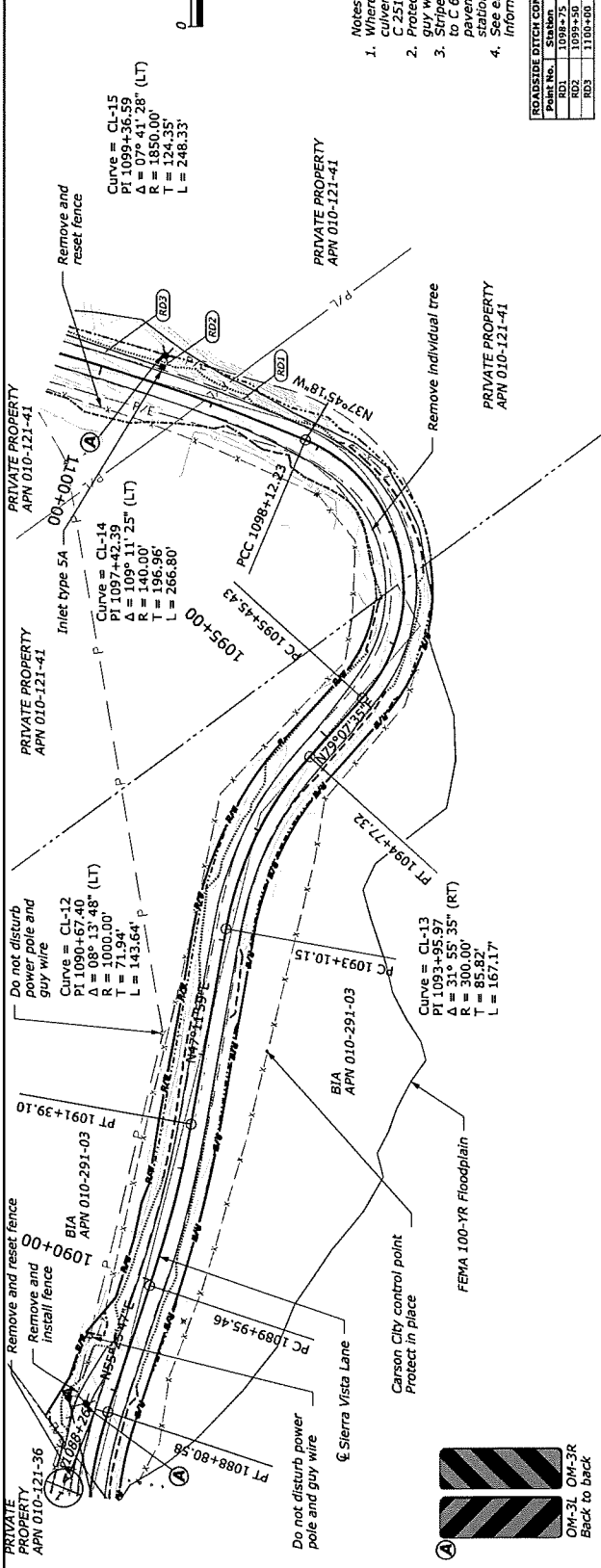
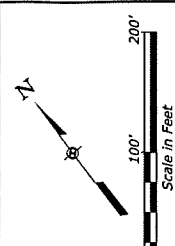
PERM. NO.	STATION	13' R/L	15' R/L	ELEVATION	ISSUES
CG24	1078+50		15.5'	RR	
CG25	1078+75		15.5'	RR	
CG26	1079+00		14.5'	RR	
CG27	1079+25		11'	RR	
CG28	1079+50		11'	RR	
CG29	1079+75		14.5'	RR	
CG30	1080+00		15'	RR	
CG31	1081+25		15'	RR	
CG32	1082+25		13.5'	RR	
CG33	1083+25		15'	RR	
CG34	1083+50		14'	RR	
CG35	1083+50		14'	RR	
CG36	1084+50		14'	RR	
CG37	1084+75		15'	RR	
CG38	1085+50		13'	RR	
CG39	1085+50		15'	RR	
CG40	1085+50		15'	RR	
CG41	1087+00		17'	RR	
CG42	1087+50		17'	RR	



Superelevation Diagram

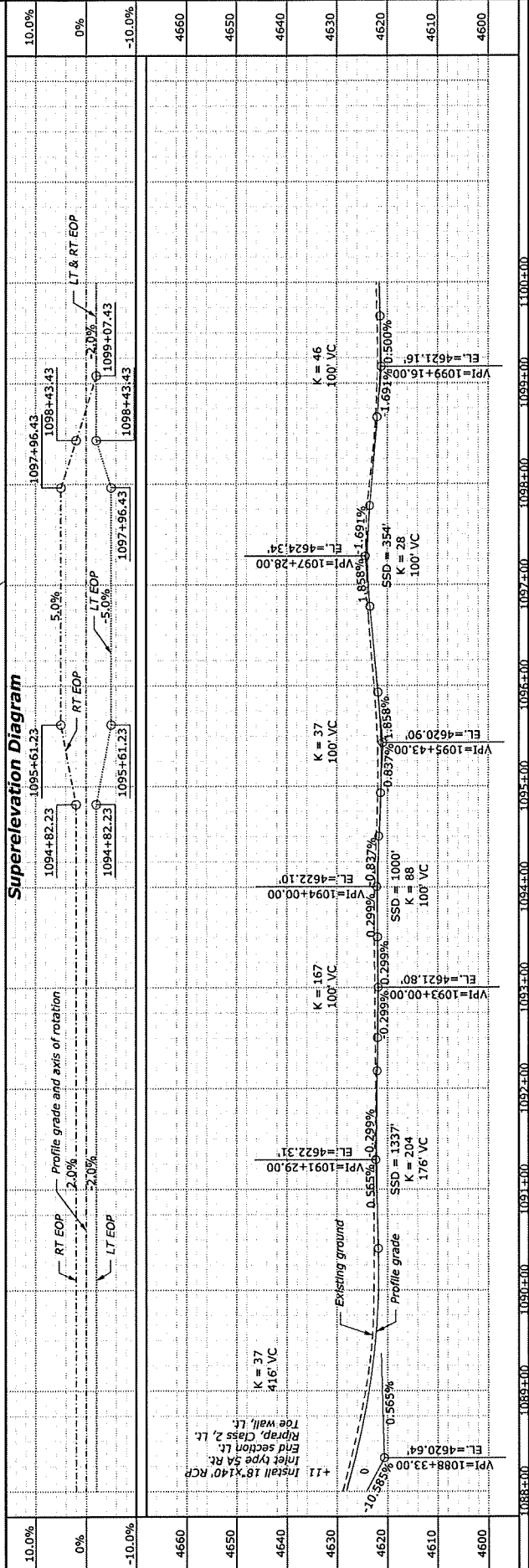


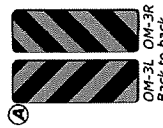
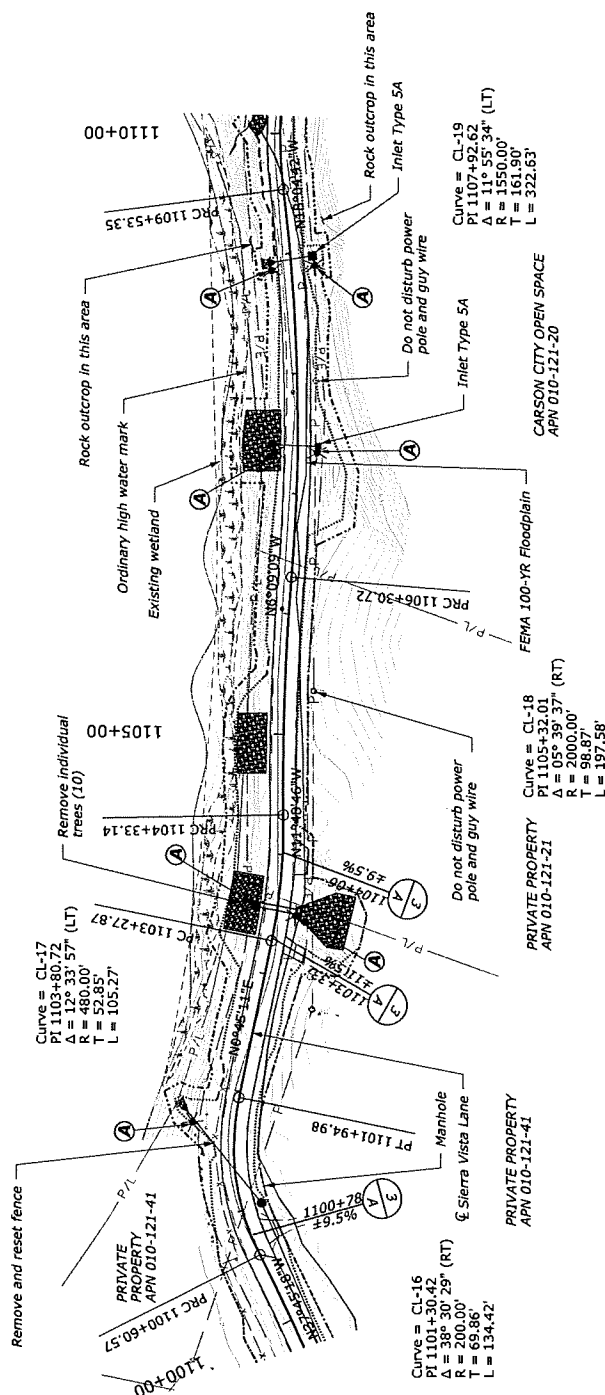
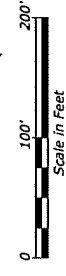
STATE	PROJECT	SHEET
NV	NV 1501015	NUMBER
	SIERRA VISTA LANE	C4



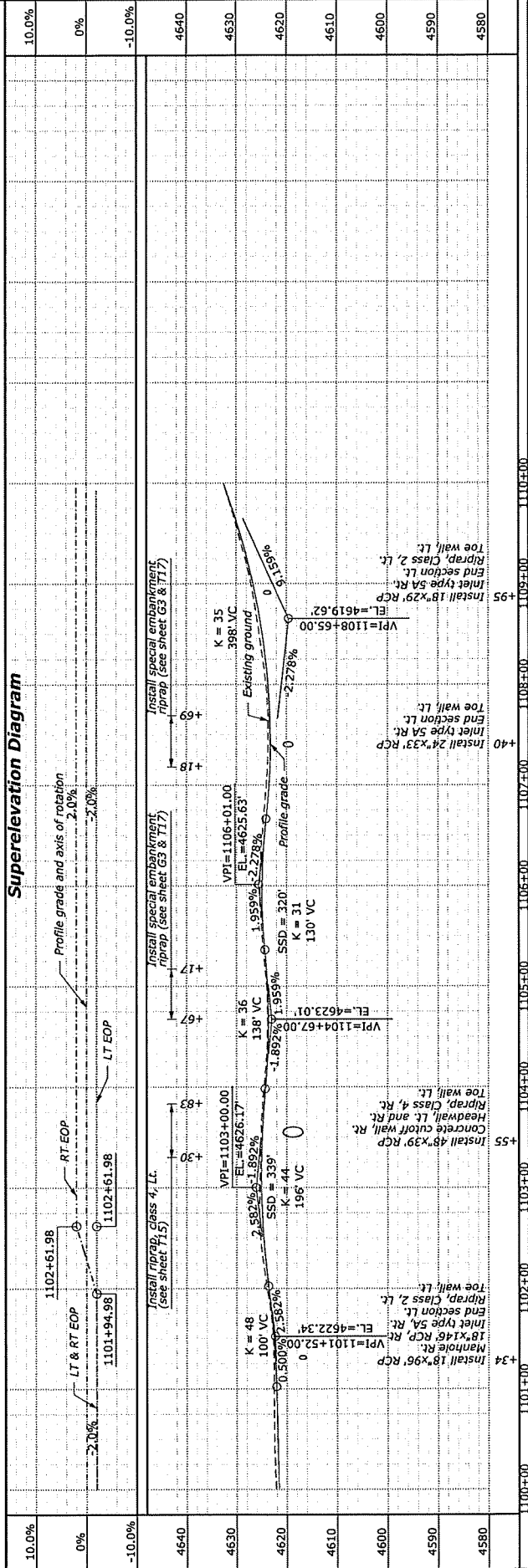
- Notes:
1. Wires indicated, riprap at culverts shall follow standard detail C 251-50.
 2. Protect all existing power poles and guy wires in place.
 3. Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 4. See erosion control sheets for additional information on BMPs.

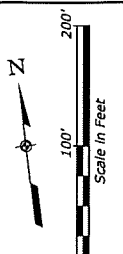
Point No.	Station	Offset	Elevation	Notes
RD1	1098+75	13' R	4621.37	
RD2	1099+50	15' R	4620.36	
RD3	1100+00	13' R	4620.85	





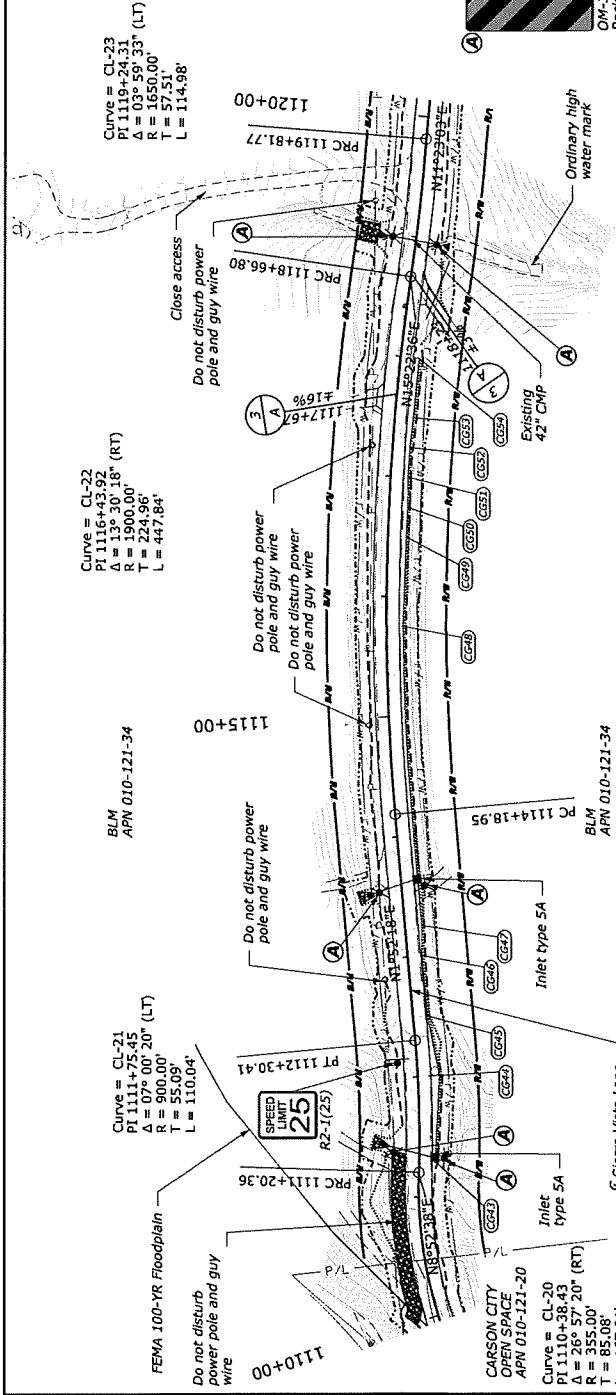
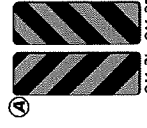
- Notes:
- Where indicated, riprap at culverts shall follow standard detail C-251-50.
 - Protect all existing power poles and conductors in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.



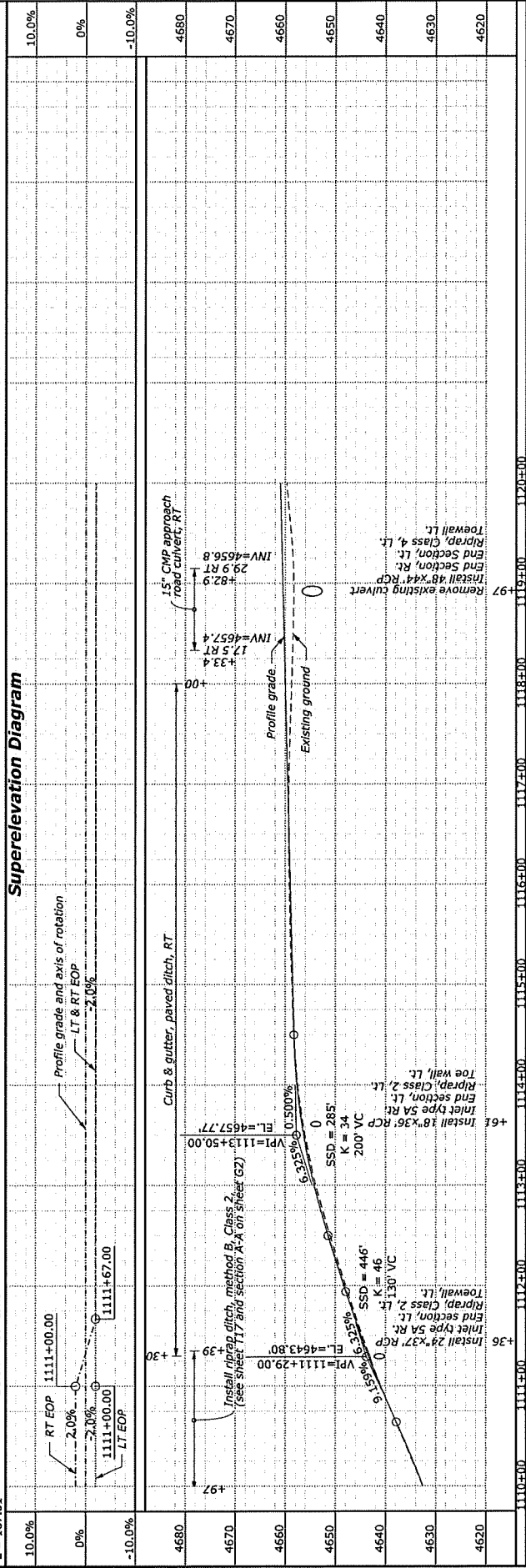


- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See separate control sheets for additional information on BMPs.

POINT NO.	STATION	OFFICE ELEVATION	INRISE
CG44	1112+00	18' R	
CG45	1112+50	12' R	
CG46	1113+00	12' R	
CG47	1113+25	14' R	
CG48	1113+75	16' R	
CG50	1118+75	16' R	
CG51	1117+00	15' R	
CG52	1117+25	15' R	
CG53	1117+50	16' R	
CG54	1118+00	16' R	



Superelevation Diagram



RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this 20th day of August 2017 between Bruce A. Miller, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5540 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-26

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

OWNERS:

By: Bruce A. Miller 08-28-17
Bruce A. Miller Date

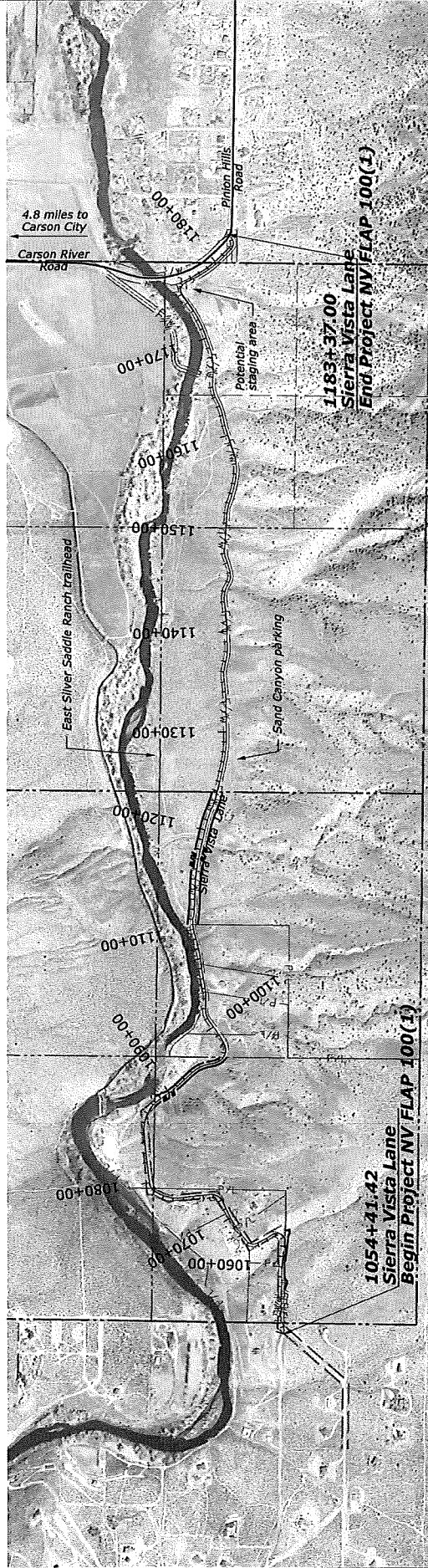
CITY:

APPROVED BY:

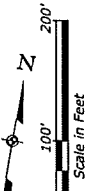
Darren Schulz 11-4-17
Darren Schulz, Public Works Director Date

Right of Entry Exhibit "A"

STATE	PROJECT	SHEET
NV	FLAP 100(1) SIERRA VISTA LANE	NUMBER AS

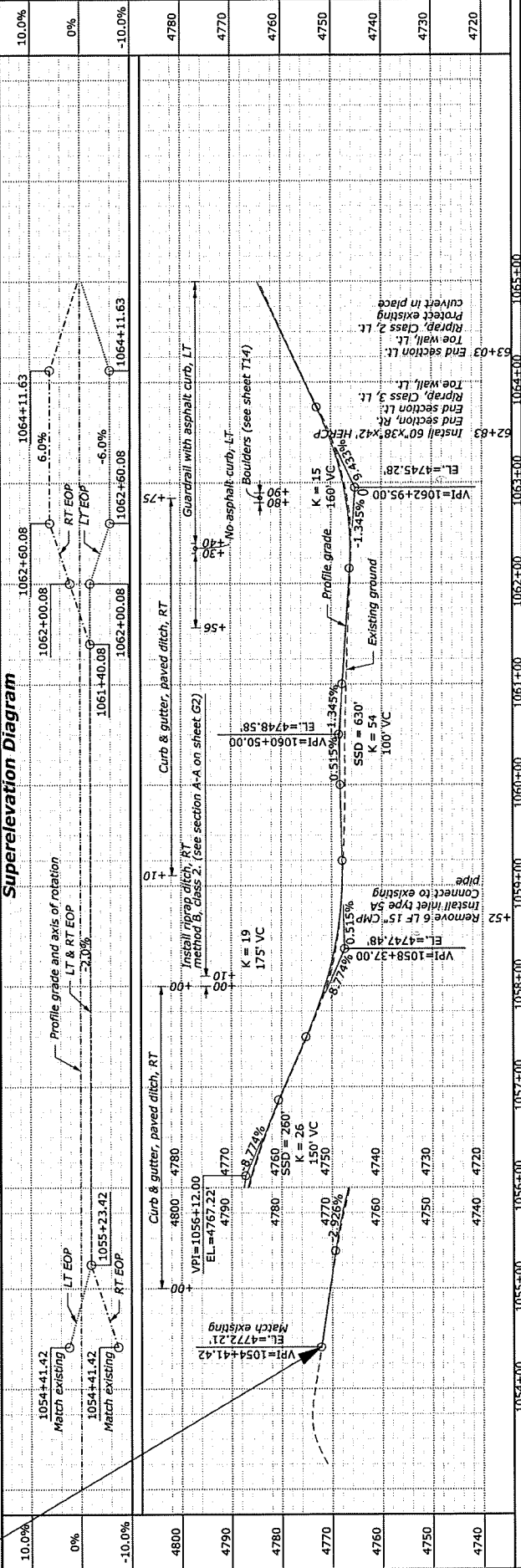
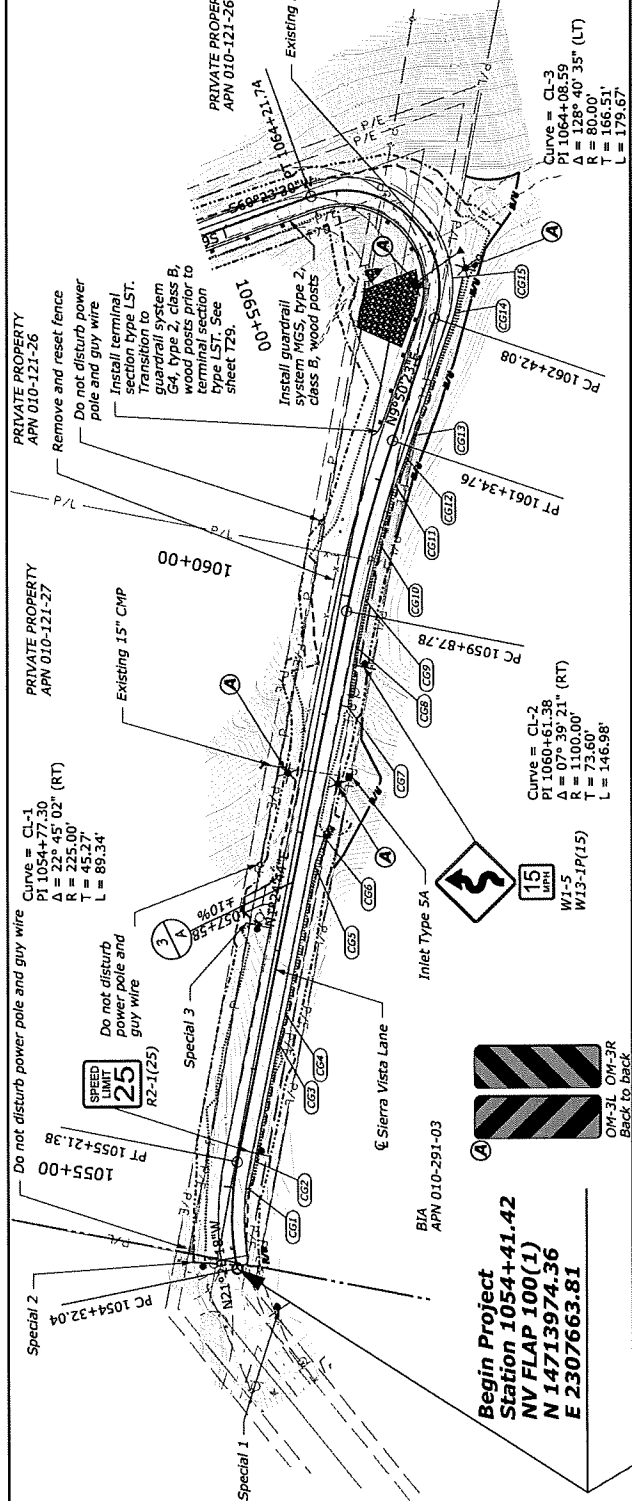


STATE	PROJECT	SHEET NUMBER
NV	FLAP 100(1) SIERRA VISTA LANE	CI

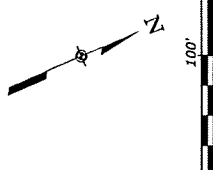


- Notes:
- Where indicated, riprap at C 25's. Shall follow standard detail C 25's.
 - Protect all existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on Btys.

Point No.	Station	Offset	Elevation	Notes
CG1	1055+00	13' R	N/A	Ditch cross slope = roadway cross slope
CG2	1056+25	14.5' R	N/A	
CG3	1057+50	15.5' R	N/A	
CG4	1058+75	15.5' R	4792.68'	To existing ditch
CG5	1059+00	18.77' R	4789.51'	To existing ditch
CG6	1059+00	15.5' R	4787.86'	To existing ditch
CG7	1059+00	13.5' R	N/A	Candidate grade point 7 to 10
CG8	1060+00	13.5' R	4748.07'	Candidate grade
CG9	1060+00	13.5' R	N/A	Candidate grade
CG10	1061+00	13.5' R	N/A	Candidate grade
CG11	1061+25	13' R	4762.01'	Candidate grade
CG12	1061+25	13' R	N/A	Candidate grade
CG13	1062+00	15' R	N/A	Candidate grade
CG14	1062+00	15' R	N/A	Candidate grade
CG15	1062+25	19.5' R	4746.37'	To proposed riprap on sheet

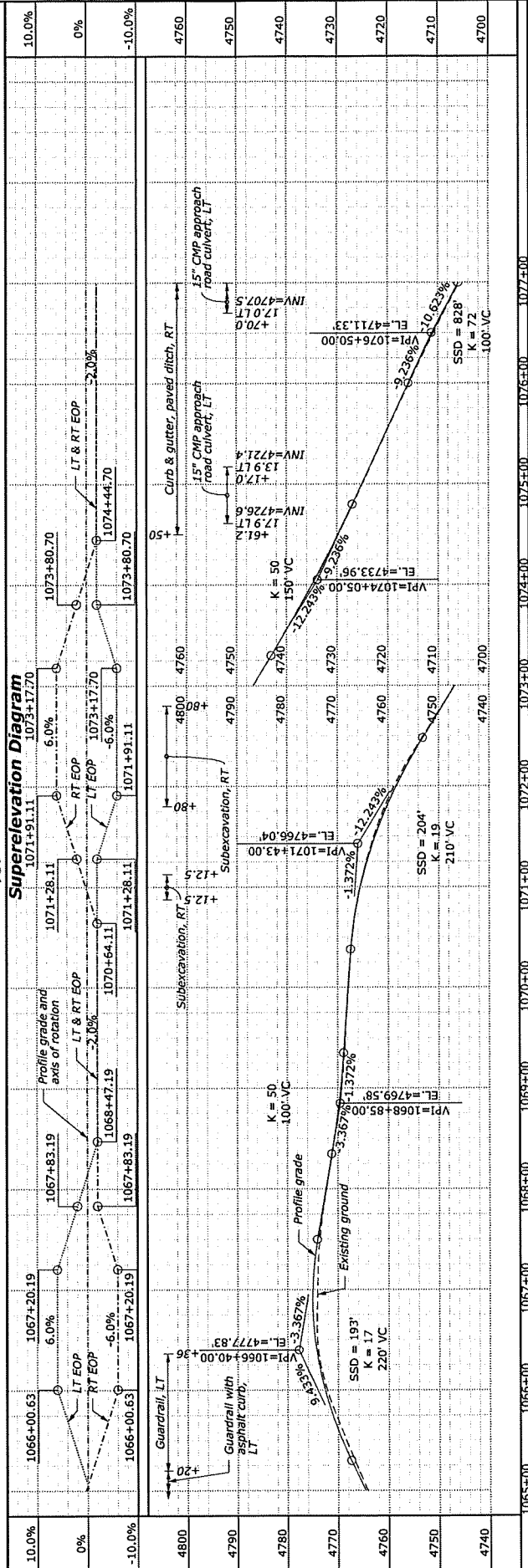
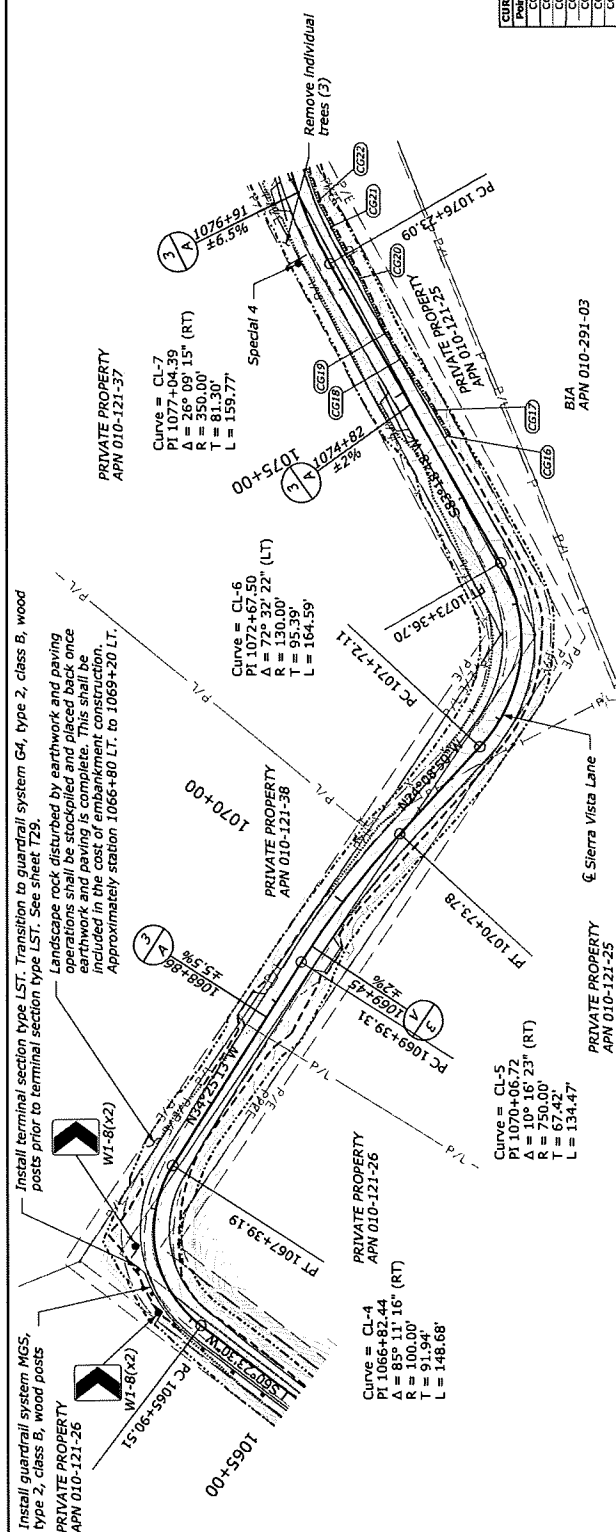


STATE	PROJECT	SHEET
NV	SIERRA VISTA LANE	C2

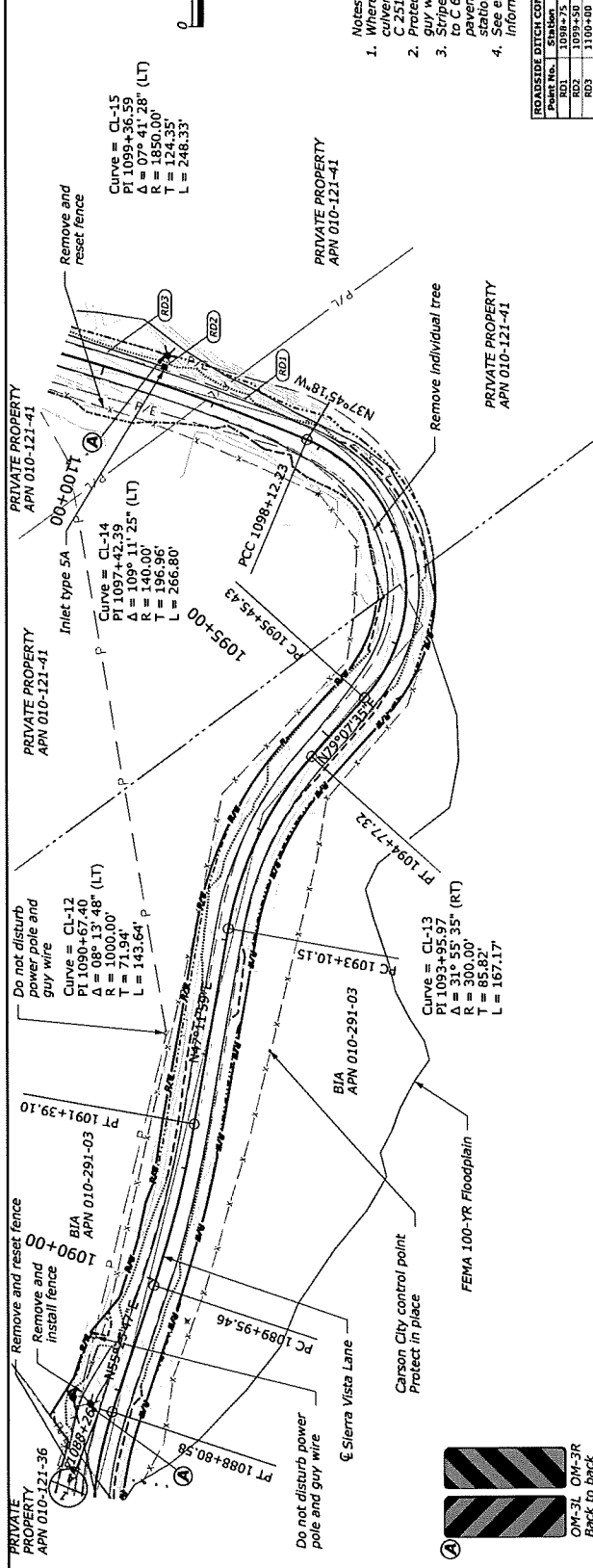
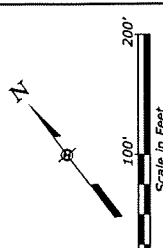


- Notes:
- Where indicated, riprap at culverts shall follow standard detail C-251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C-634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
CG16	1074+50	14' R		
CG18	1074+25	11.5' R		Ditch cross slope = roadway cross slope
CG19	1075+50	11.5' R		
CG20	1076+00	15' R		
CG21	1076+50	15' R		
CG22	1075+25	15' R		

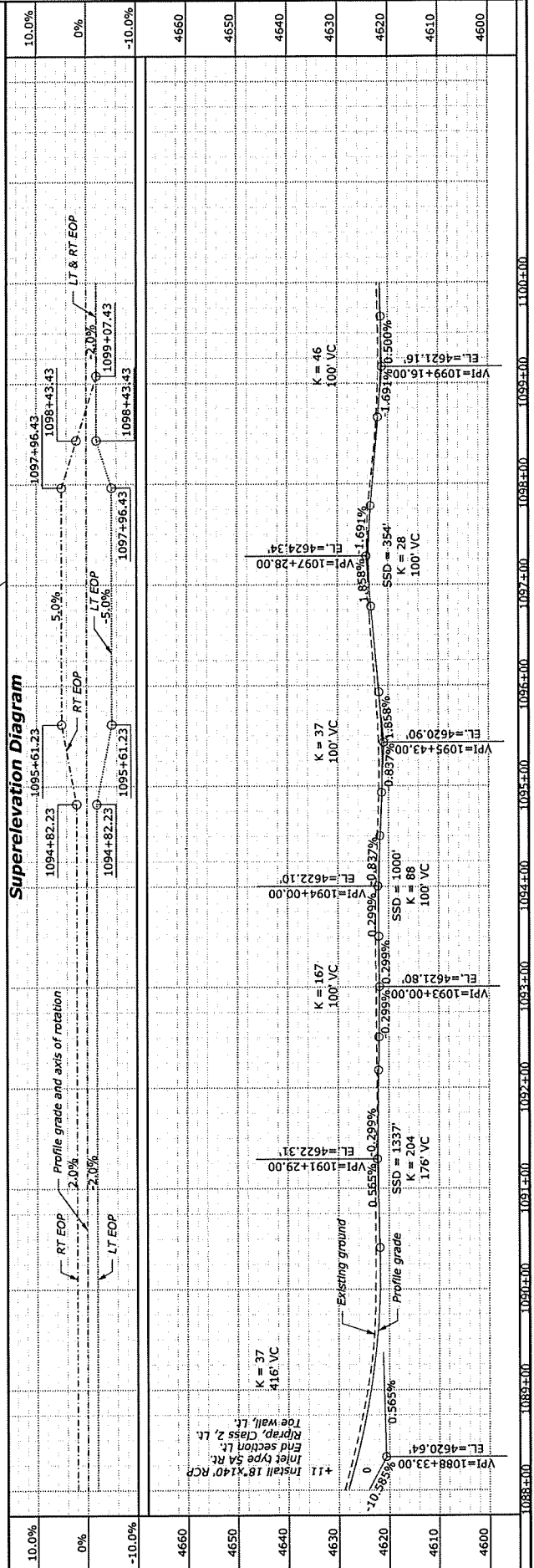


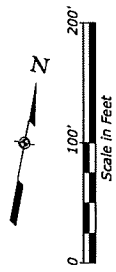
STATE	PROJECT	SHEET NUMBER
NV	SIERRA VISTA LANE	C4



- Notes:
- Where indicated, riprap at street detail follow standard detail C-251-50.
 - Protect all existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
R01	1098+75	13' R	4621.37	
R02	1099+50	15' R	4620.35	
R03	1100+20	13' R	4620.85	

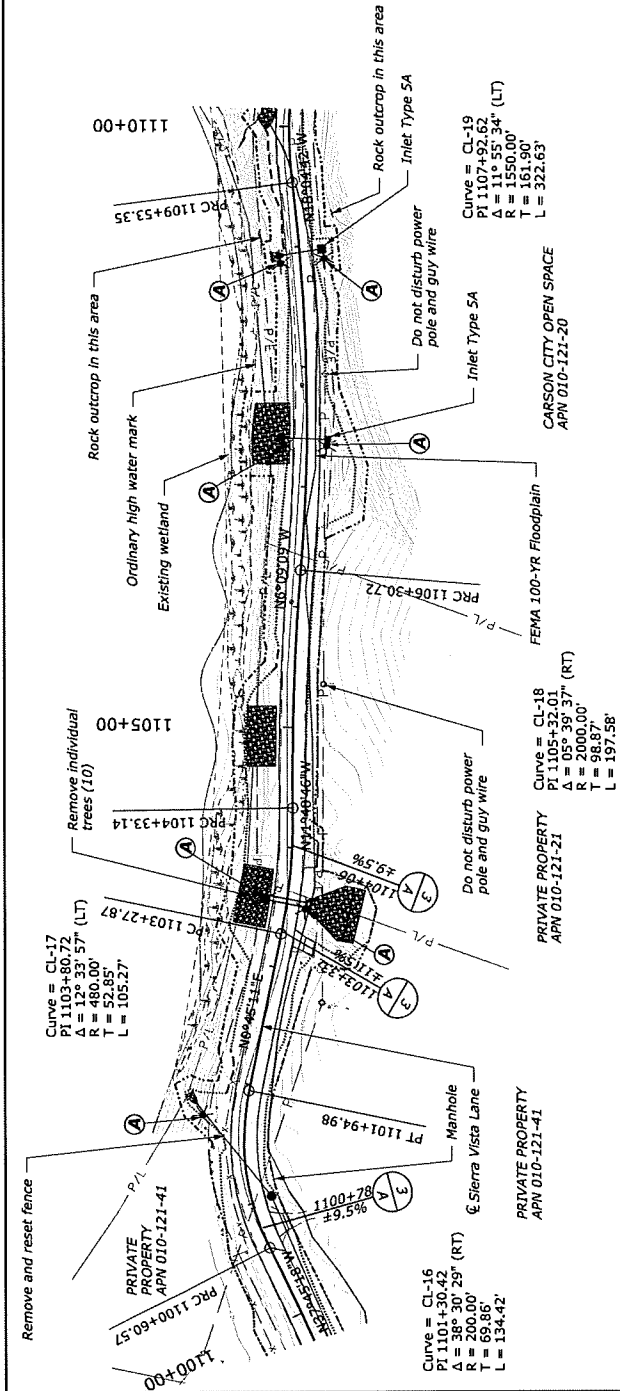




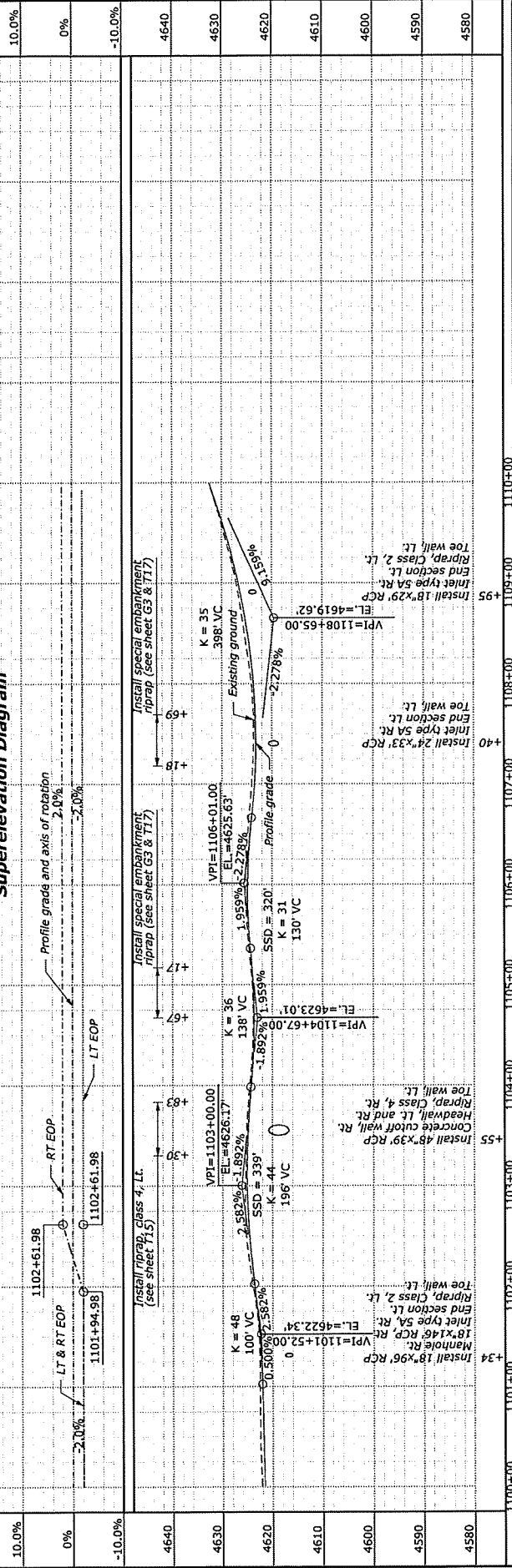
- Notes:
- Where indicated, riprap at culverts shall follow standard detail C-251-50.
 - Protect all existing power poles and strip Sierrita Vista Lane according to C-634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

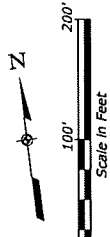


OM-3L OM-3R
Back to back



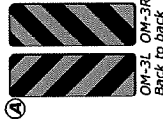
Superelevation Diagram



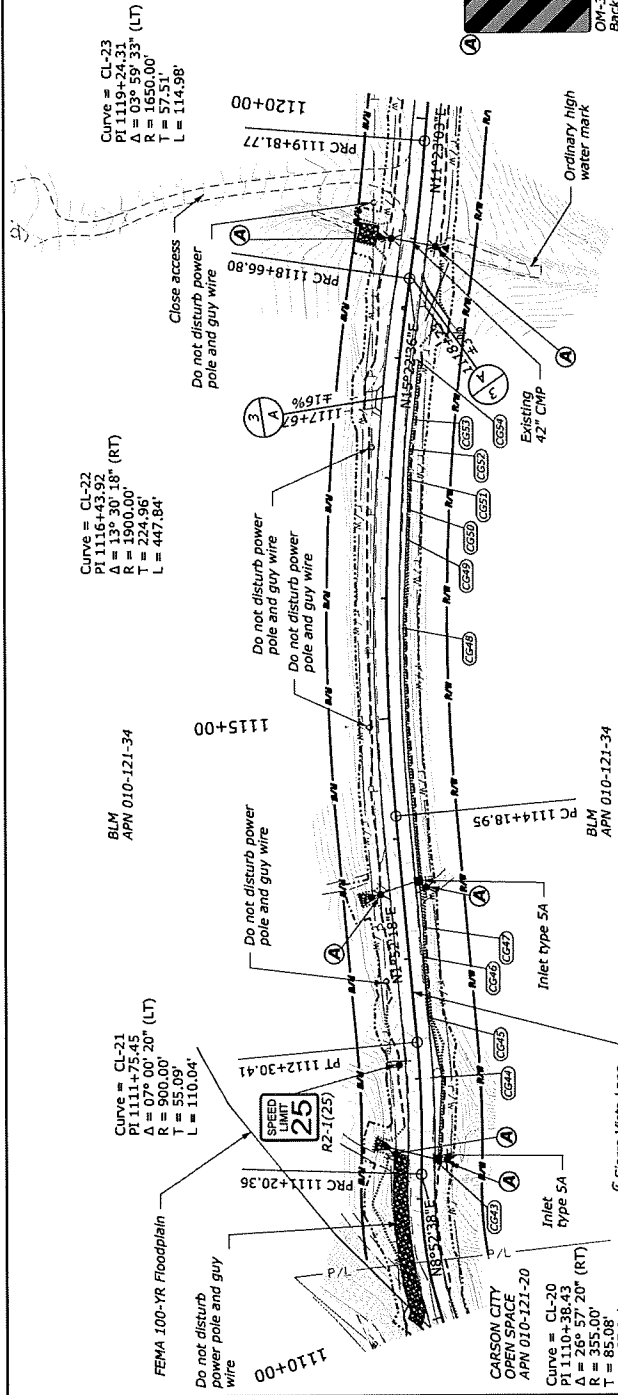


- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for information on BMPs.
 - See companion control sheets for additional information on BMPs.

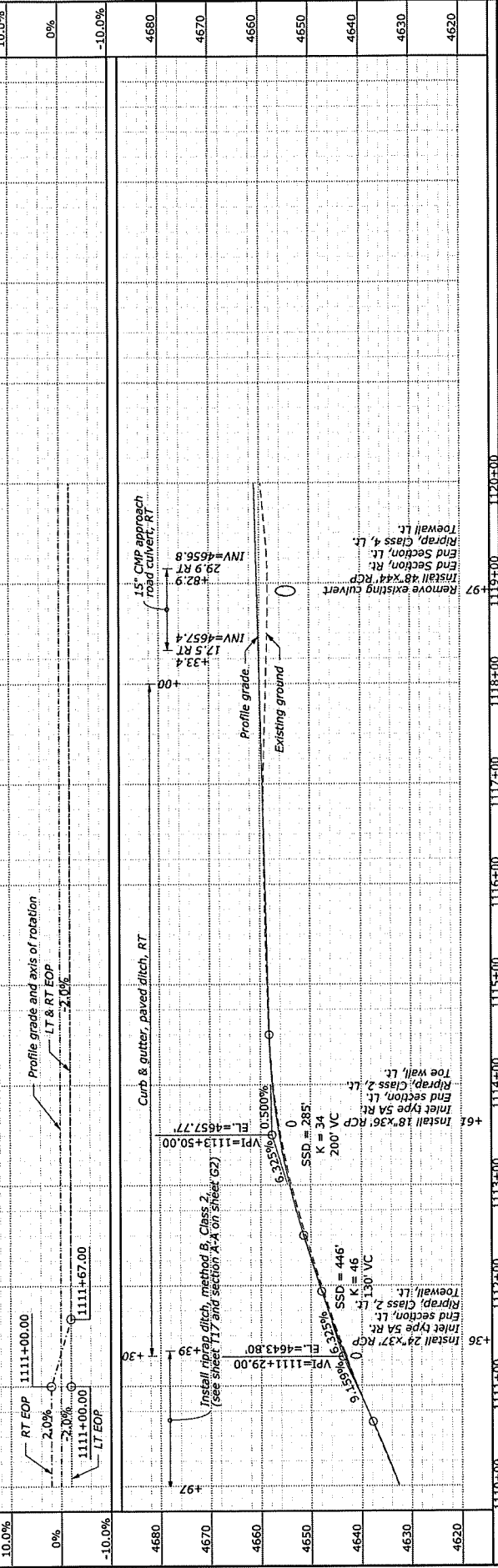
Point No.	Station	Office	Elevation	Notes
CG44	1112+00	15' RR		
CG45	1112+50	15' RR		
CG46	1113+00	15' RR		
CG47	1113+25	15' RR		
CG48	1113+50	15' RR		
CG49	1114+00	15' RR		
CG50	1116+75	15' RR		
CG51	1117+00	15' RR		
CG52	1117+25	15' RR		
CG53	1117+50	15' RR		
CG54	1118+00	15' RR		



OM-3L OM-3R
Back to back



Superelevation Diagram



RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this ^{21st} day of ~~August~~ 2017 between Randy W. and Lisa G.F. Jones, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5708 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-27

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

OWNERS:

By: Randy W. Jones 8/21/17
Randy W. Jones Date

By: Lisa G. F. Jones 8-21-17
Lisa G. F. Jones Date

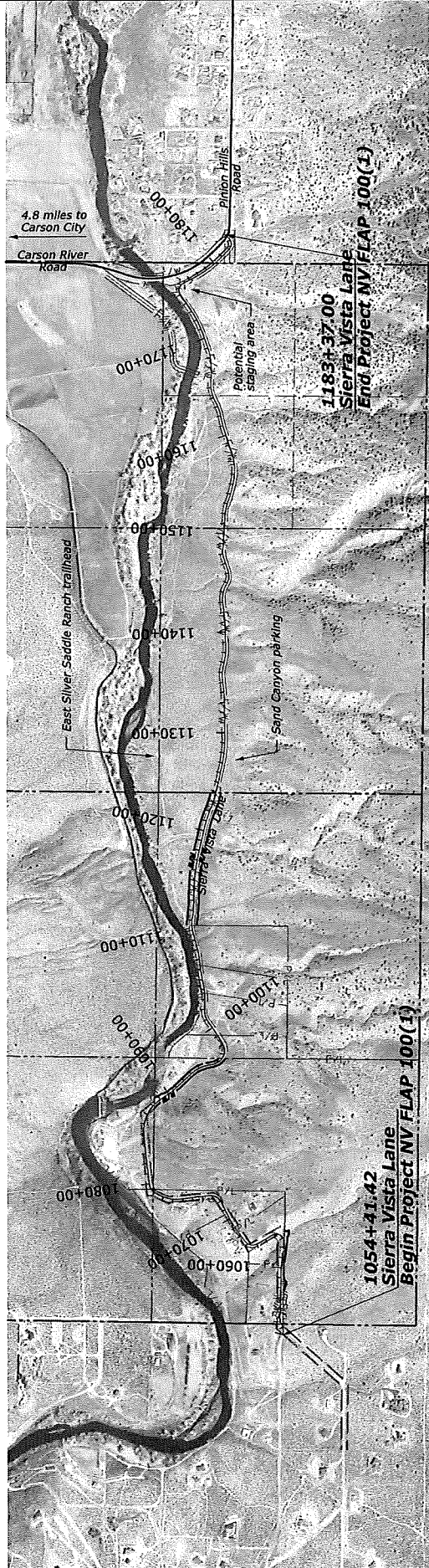
CITY:

APPROVED BY:

Darren Schulz 11-4-17
Darren Schulz, Public Works Director Date

Right of Entry Exhibit "A"

STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	AS

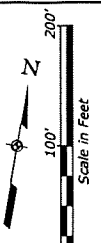


U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

SITE MAP

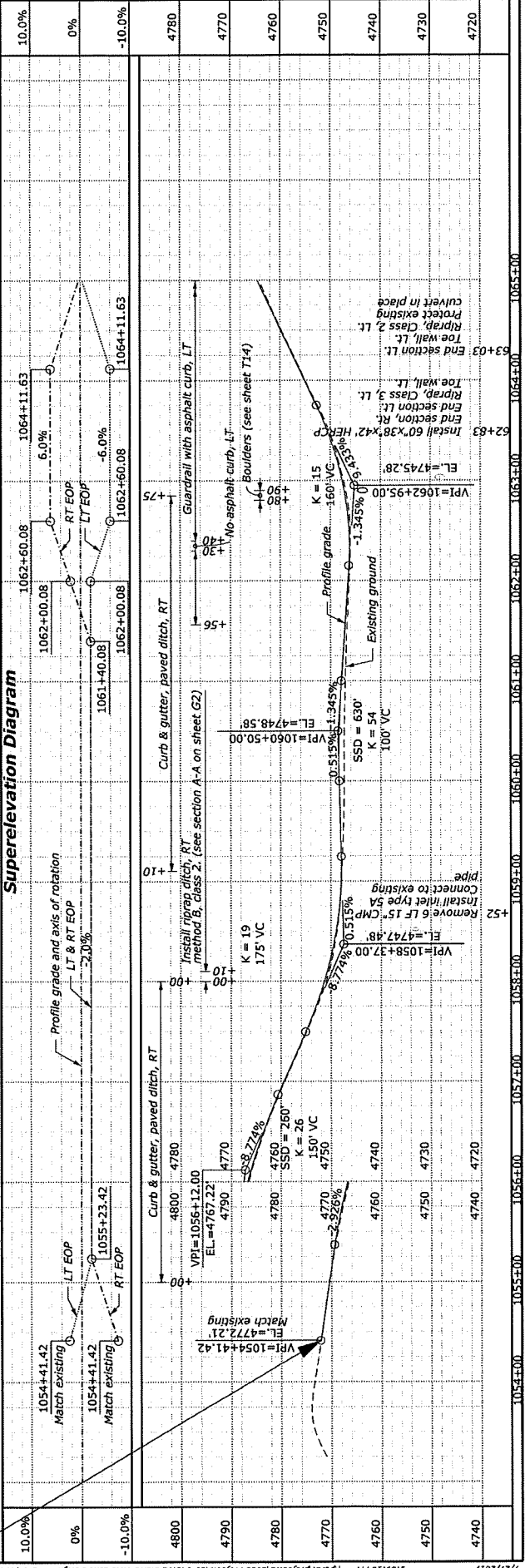
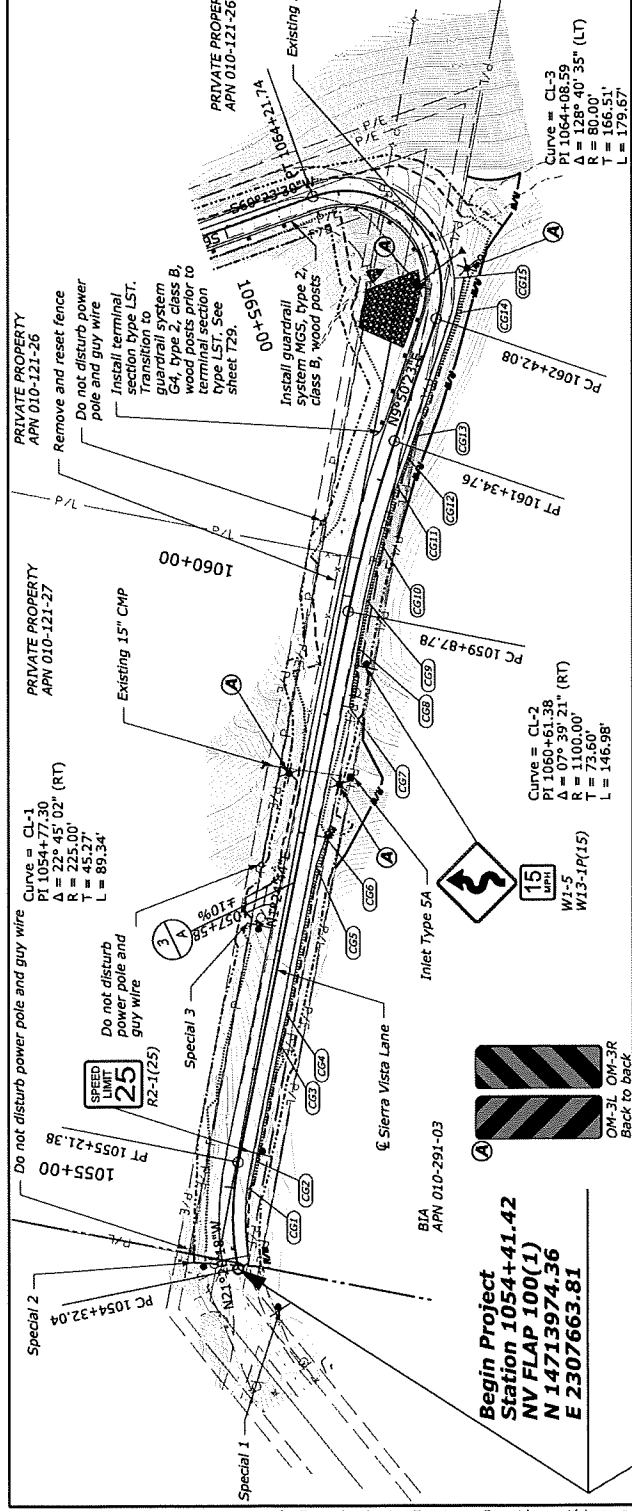


STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	C1

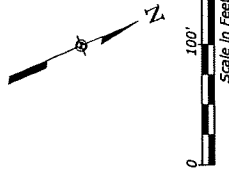


- Notes:**
- Where indicated, riprap at culverts shall follow standard detail P-253.
 - Stripes shall be placed on existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
CG1	1055+00	13' R	4752.88'	Dish cross slope = roadway cross slope
CG2	1055+25	14.5' R	N/A	
CG3	1055+50	15.5' R	N/A	
CG4	1057+75	15.5' R	4752.88'	Tie to existing ditch.
CG5	1058+00	18.77' R	4749.53'	
CG6	1058+00	16.5' R	4747.96'	Tie to existing ditch.
CG7	1058+00	15.5' R	N/A	
CG8	1060+00	13.25' R	N/A	point 7 to 10
CG9	1060+00	13.5' R	4748.07'	Constant grade
CG10	1061+00	13.5' R	N/A	point 10 to 13
CG11	1061+00	15' R	4747.01'	Constant grade
CG12	1061+44	15' R	N/A	point 13 to 15
CG13	1062+00	15' R	N/A	Tie to proposed riprap on sheet
CG14	1062+50	19.5' R	4746.32'	
CG15	1062+75	19.5' R	4746.32'	

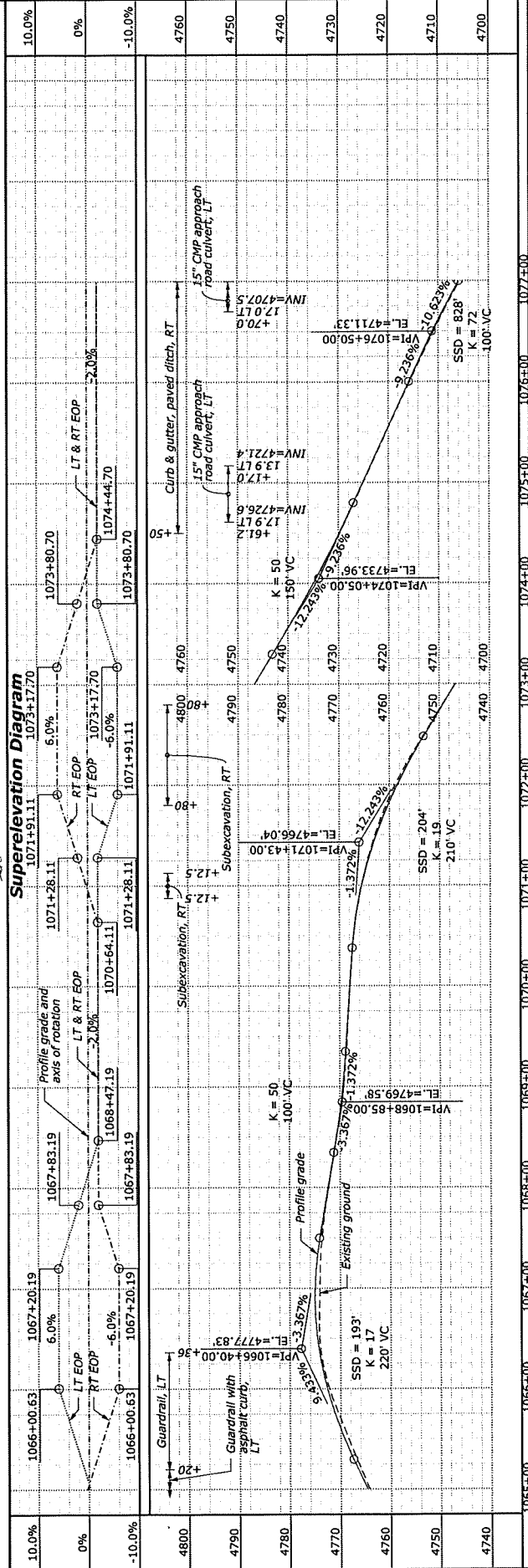
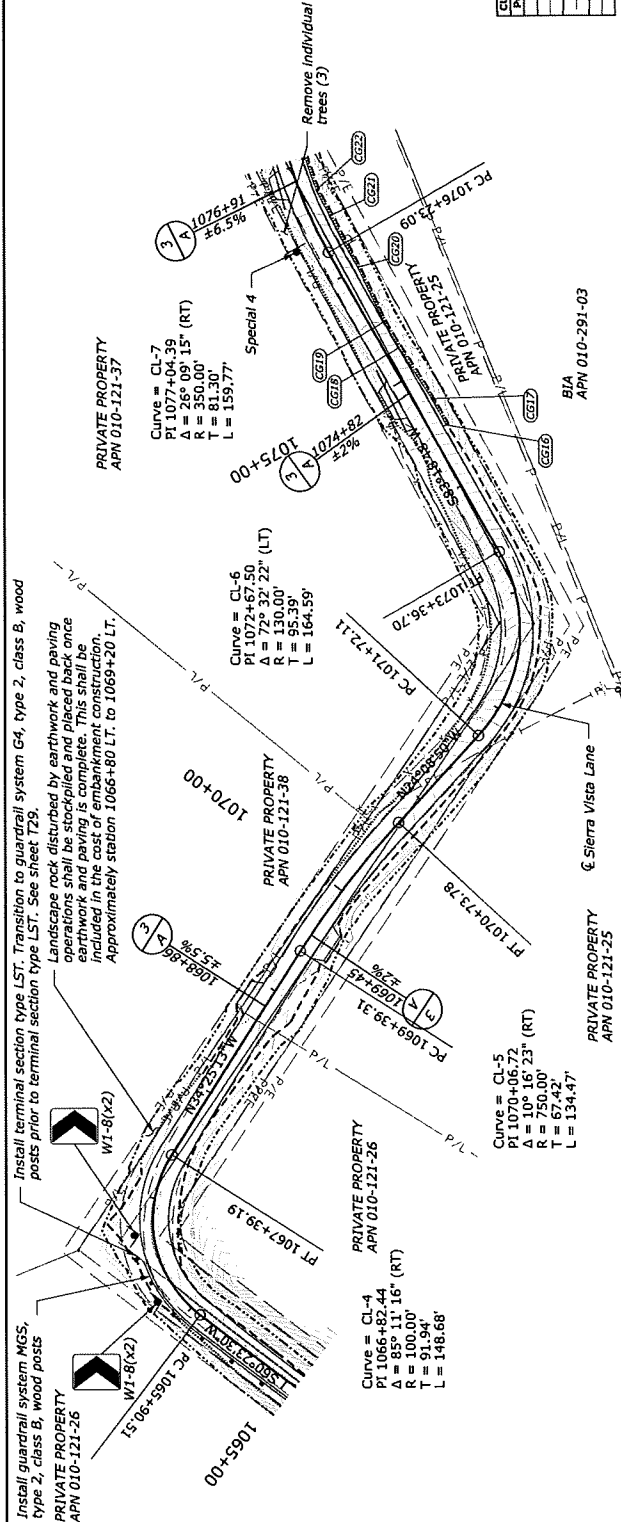


SHEET NUMBER	PROJECT
C2	HWY RAMP 100(1), SIERRA VISTA LANE
STATE	
NV	

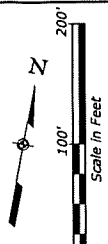


- Notes:
- Where indicated, riprap at curb and gutter shall follow standard detail C-251-50.
 - Protect all existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C-634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on SRPS.

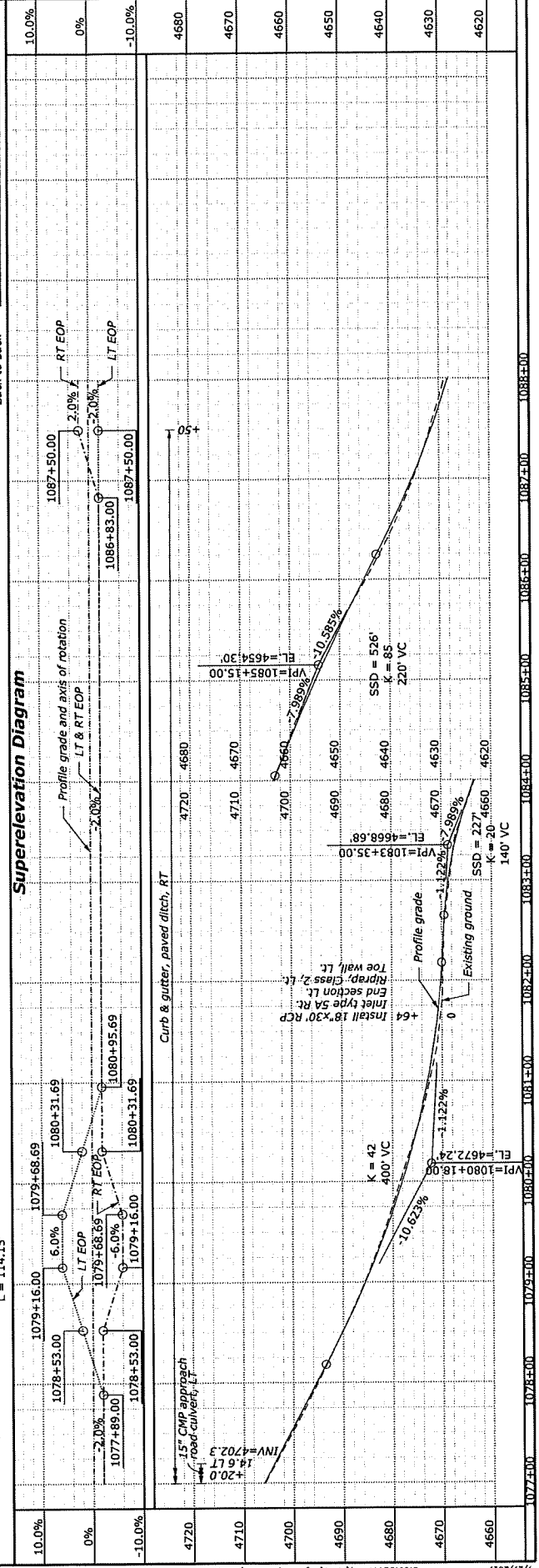
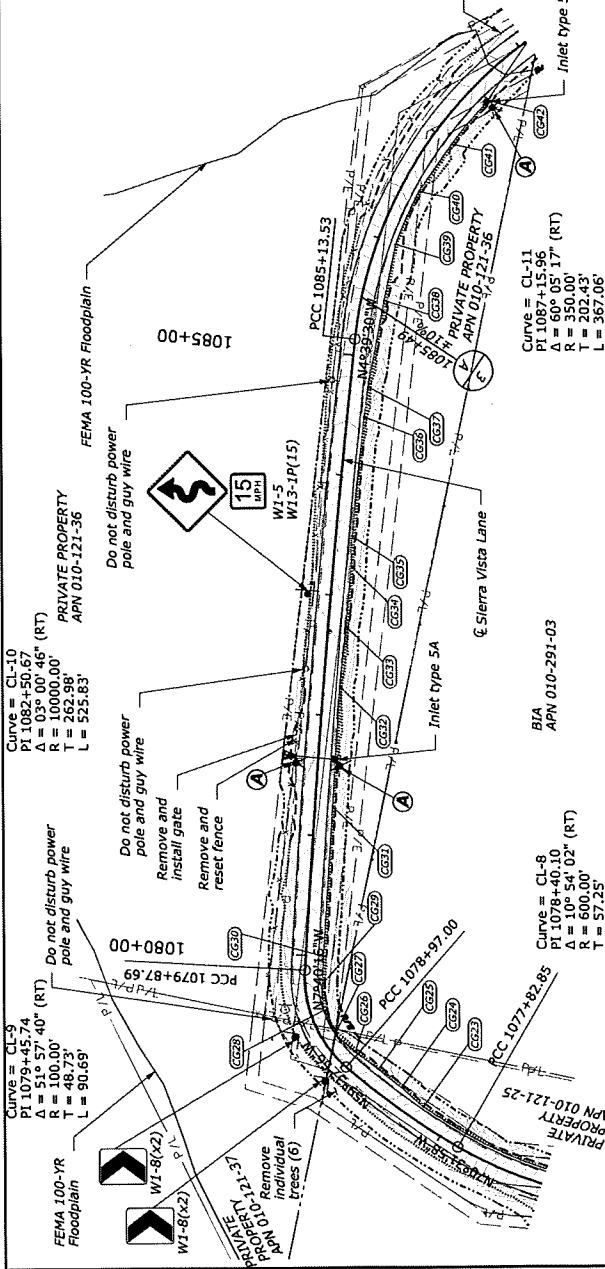
Point No.	Station	Offset	Elevation	Notes
CG16	1074+50	1' R		
CG18	1074+52	1' R		
CG19	1075+50	1' R		
CG20	1076+00	1' R		
CG21	1076+50	1' R		
CG22	1076+75	1' R		



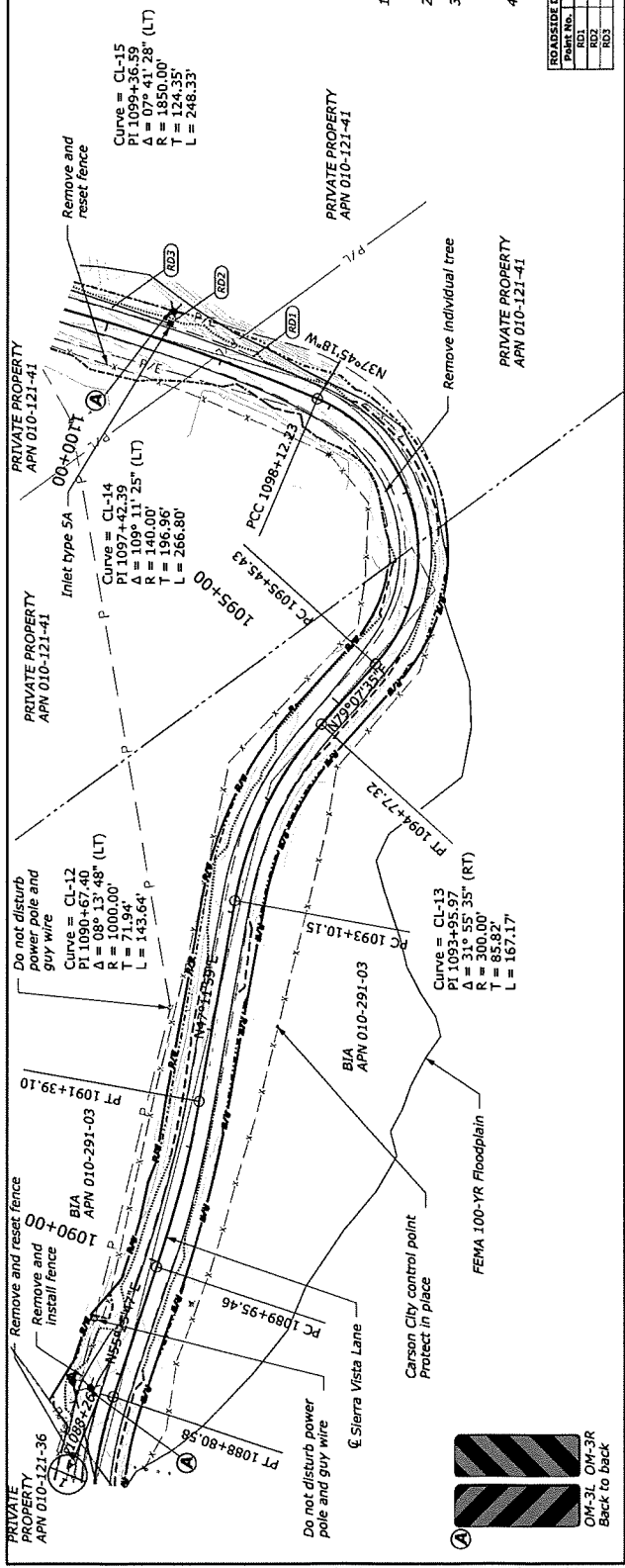
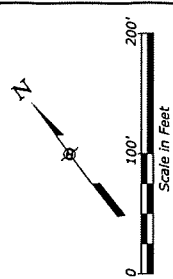
- Notes:**
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 604-30. See permit to C 604-30 for details. See permit for station marking summary for station ranges.
 - See erosion control sheets for additional information on BIMPs.



Point No.	Station	Offset	Elevation	Inch
CG23	1079+50	15.2'	R/L	
CG24	1078+75	14.5'	R/L	
CG25	1078+00	14.5'	R/L	
CG26	1077+25	11.7'	R/L	
CG27	1076+50	14.5'	R/L	
CG28	1075+75	14.5'	R/L	
CG29	1075+00	15.2'	R/L	
CG30	1081+25	15.2'	R/L	
CG31	1082+50	13.5'	R/L	
CG32	1082+75	15.2'	R/L	
CG33	1083+00	14.5'	R/L	
CG34	1083+25	14.5'	R/L	
CG35	1084+50	14.5'	R/L	
CG36	1084+75	15.2'	R/L	
CG37	1085+00	15.2'	R/L	
CG38	1085+25	15.2'	R/L	
CG39	1086+50	15.2'	R/L	
CG40	1087+00	17.7'	R/L	
CG41	1087+25	17.7'	R/L	
CG42	1087+50	17.7'	R/L	

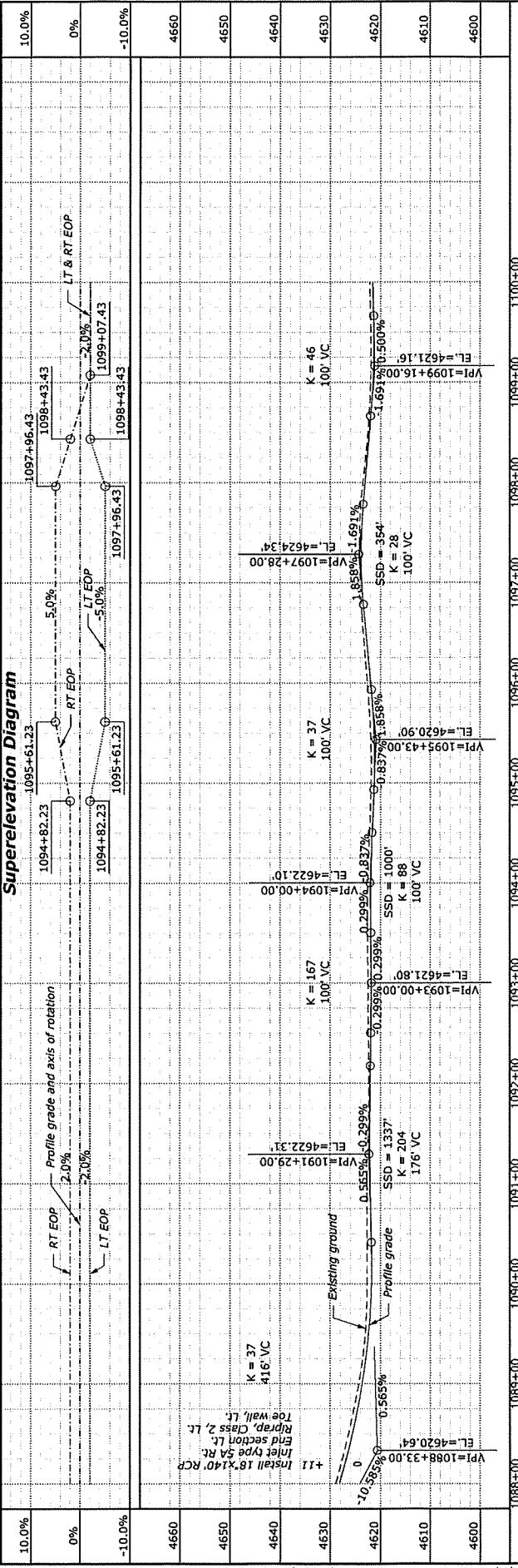


STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	C4

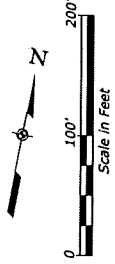


- Notes:
- Where indicated, riprap at culverts shall follow standard detail.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

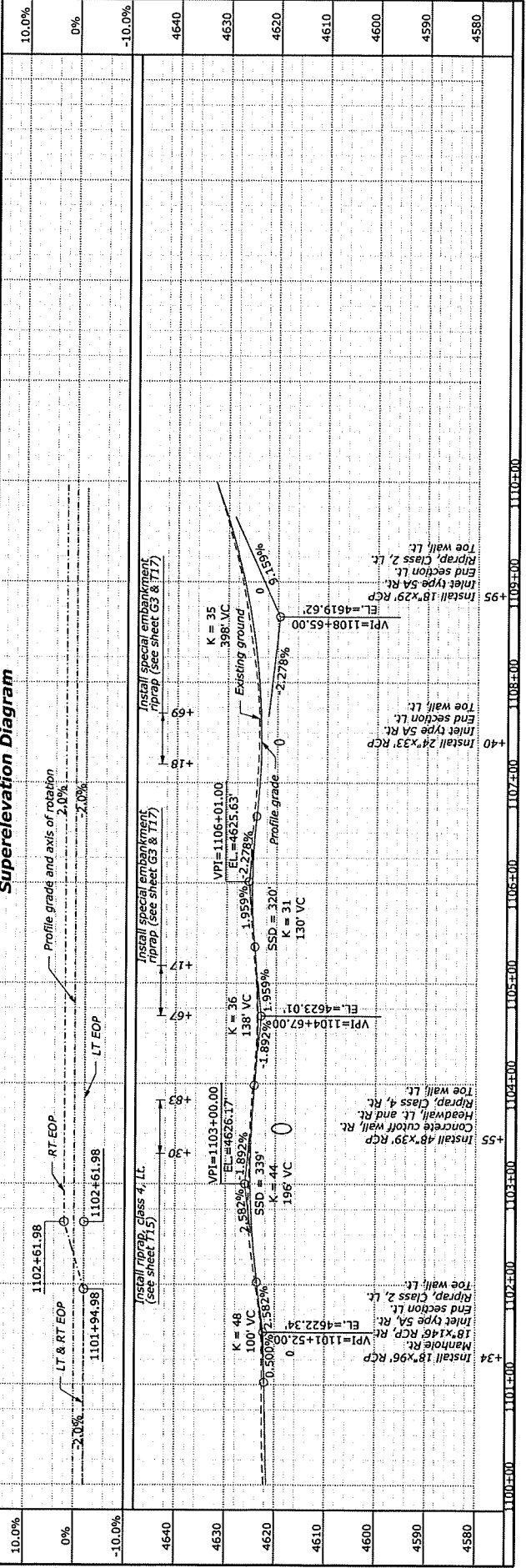
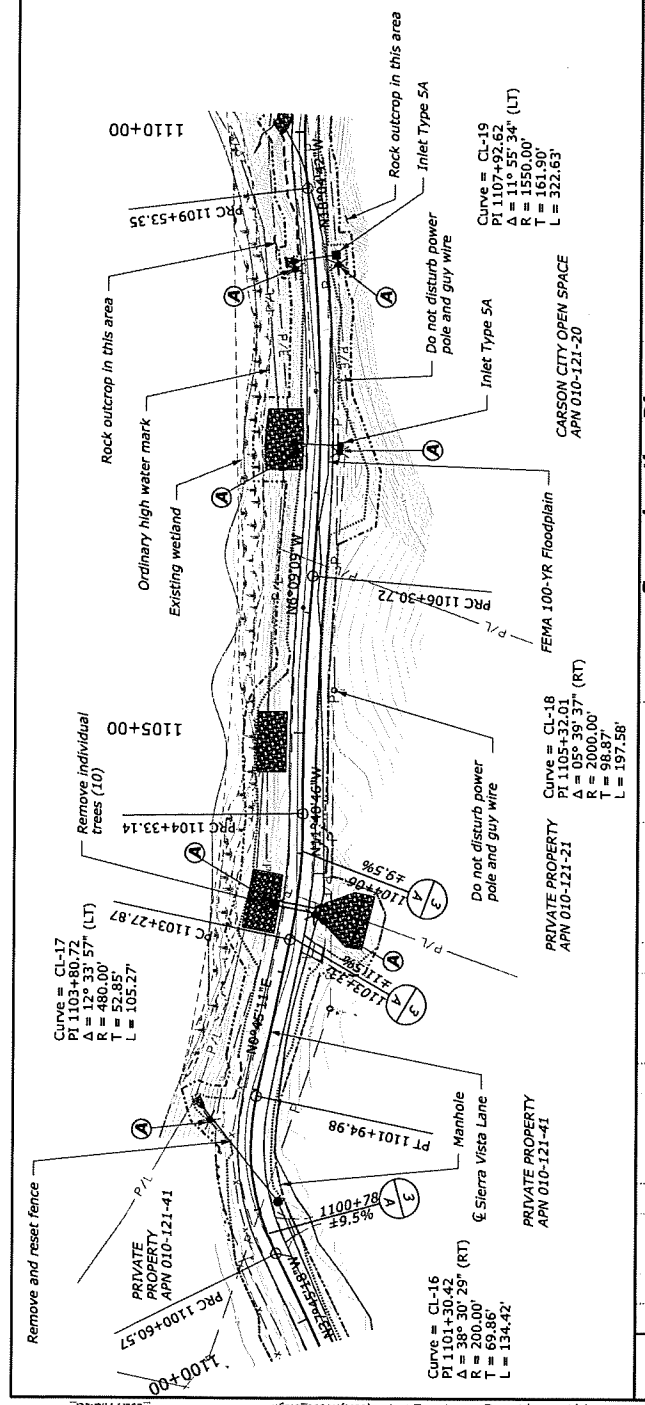
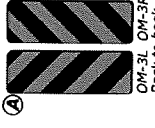
ROADSIDE DITCH CONTROL POINTS (CONTROL AT FLOW LINE)			
PART No.	Station	Offset	Elevation
RD1	1088+75	13' R	4631.37
RD2	1099+50	15' R	4620.35
RD3	1109+00	15' R	4620.85

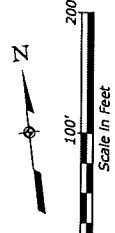


STATE	PROJECT	SHEET NUMBER
NV	RV FLAP 100(1) SIERRA VISTA LANE	CS



- Notes:
- Where indicated, riprap at culverts shall follow standard detail C.251-50.
 - Protect all existing power poles and guy wires in place.
 - 30" x 36" x 6" concrete curb and gutter shall be permitted in pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.





Notes:
 1. Where indicated, riprap at curbs shall follow standard detail C-25.
 2. Protect all existing power poles and guy wires in place.
 3. Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 4. See erosion control sheets for additional information on BMPs.

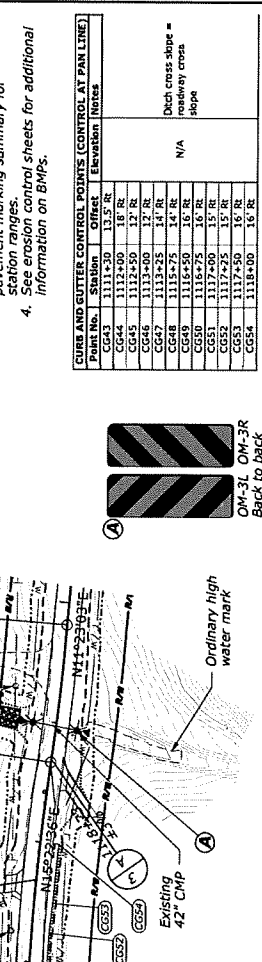
Curve = CL-23
 PI 1119+24.31
 $\Delta = 03^\circ 59' 33''$ (LT)
 R = 1650.00'
 T = 57.51'
 L = 114.98'

Curve = CL-22
 PI 1116+43.92
 R = 1900.00' (RT)
 T = 224.96'
 L = 447.84'

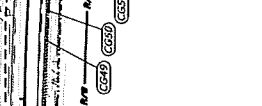
Curve = CL-21
 PI 1111+75.45
 $\Delta = 07^\circ 00' 20''$ (LT)
 R = 900.00'
 T = 55.09'
 L = 110.04'

Curve = CL-20
 PI 1110+38.43
 $\Delta = 26^\circ 57' 20''$ (RT)
 R = 355.00'
 T = 85.08'
 L = 167.01'

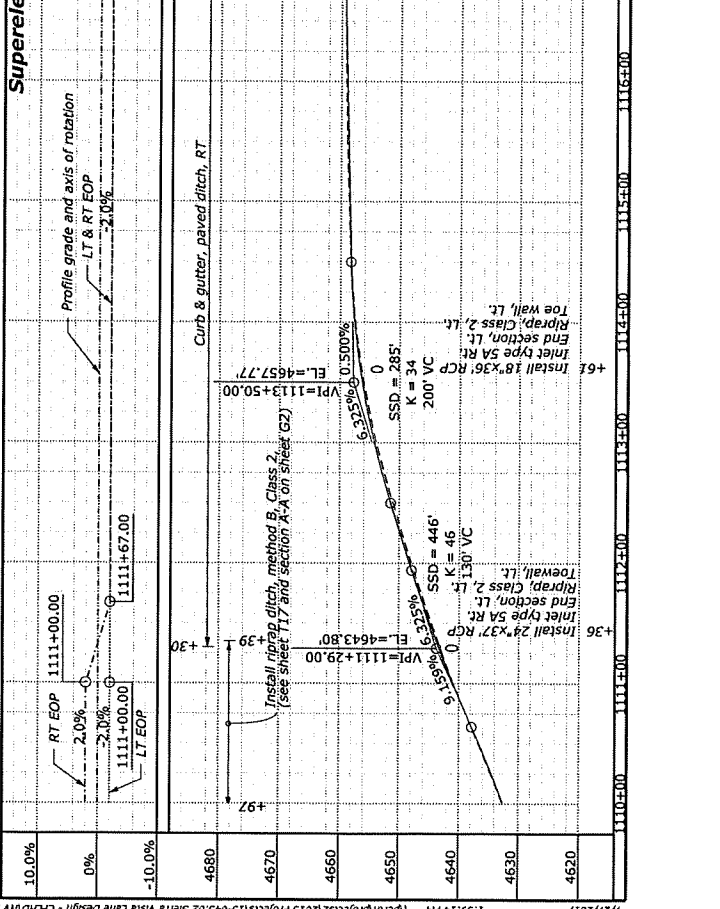
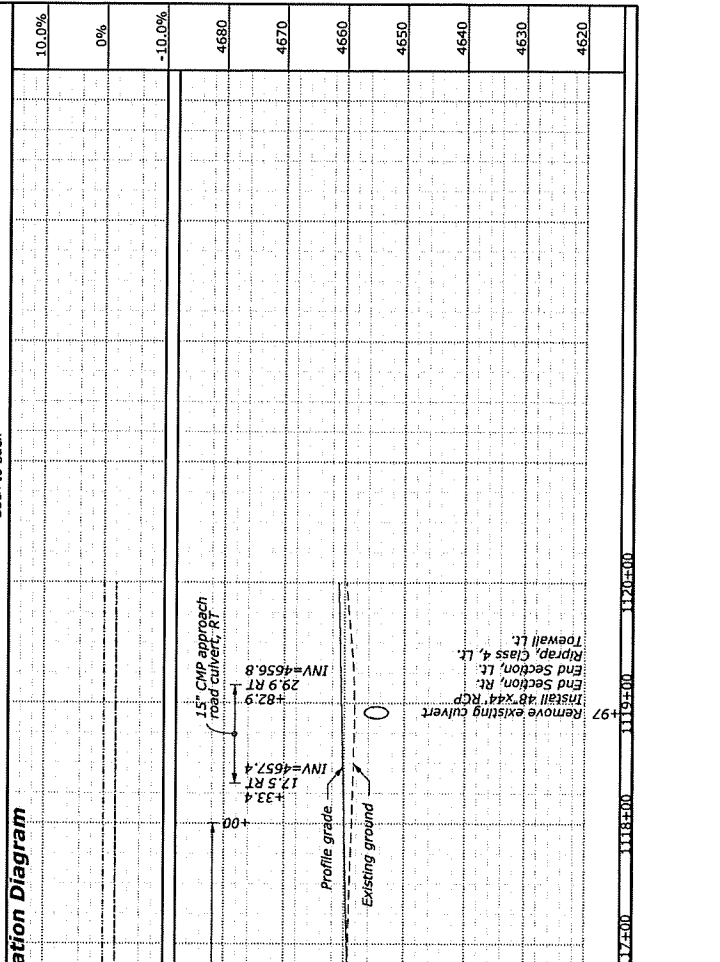
Curve = CL-24
 PI 1119+24.31
 $\Delta = 03^\circ 59' 33''$ (LT)
 R = 1650.00'
 T = 57.51'
 L = 114.98'



Point No.	Station	Offset	Elevation	Notes
CG43	1111+30	13.5'	RE	
CG44	1112+30	13.5'	RE	
CG45	1113+30	13.5'	RE	
CG46	1114+30	13.5'	RE	
CG47	1115+30	13.5'	RE	
CG48	1116+30	13.5'	RE	
CG49	1117+30	13.5'	RE	
CG50	1118+30	13.5'	RE	
CG51	1119+30	13.5'	RE	
CG52	1120+30	13.5'	RE	
CG53	1117+25	15'	RE	
CG54	1118+00	16'	RE	



OM-3L OM-3R
 Back to back



RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this 28 day of August 2017 between Brandon Revocable Trust, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5519 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-37

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

OWNERS:

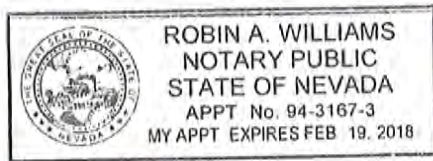
By: Christine E. Brandon 8/28/17
Christine E. Brandon Date

State of Nevada)
Carson City)

This instrument was acknowledged before me this 28th day of August, 2017 by Christine E. Brandon.***
Robin A. Williams -
Notary

CITY:

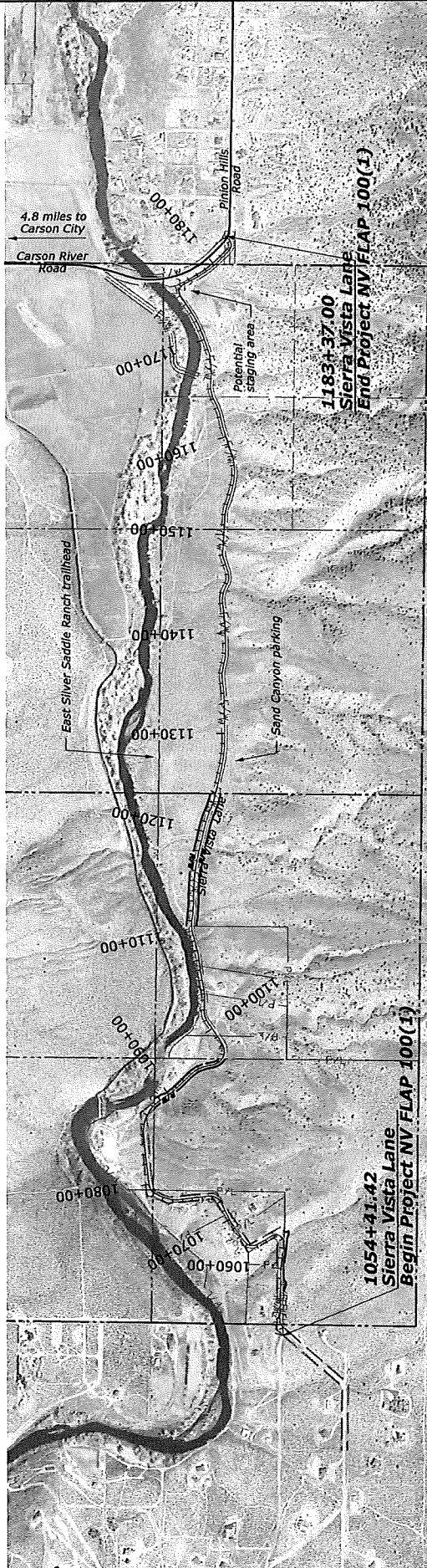
APPROVED BY:



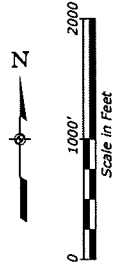
Darren Schulz
Darren Schulz, Public Works Director 11/4/17 Date

Right of Entry Exhibit "A"

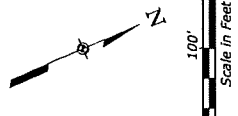
STATE	PROJECT	SHEET
NV	00-FLAP 100(1) SIERRA VISTA LANE	NUMBER
		AS



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION



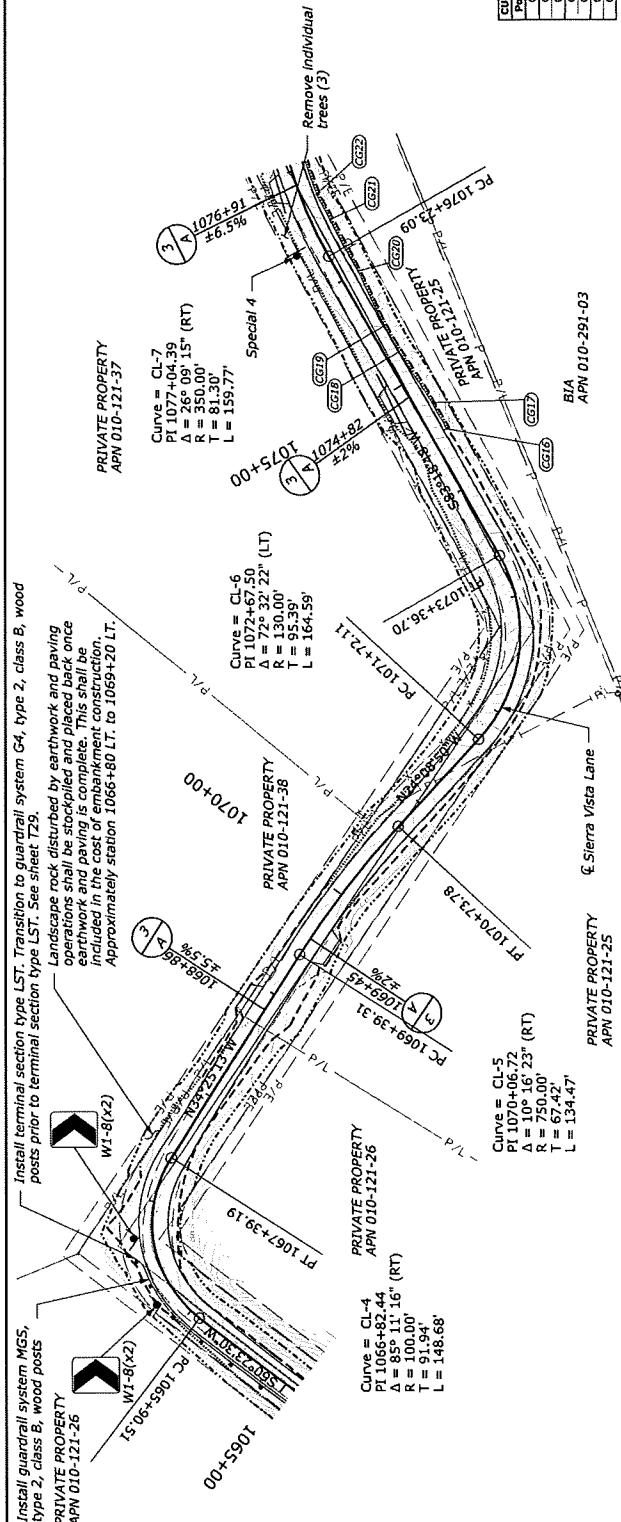
SITE MAP



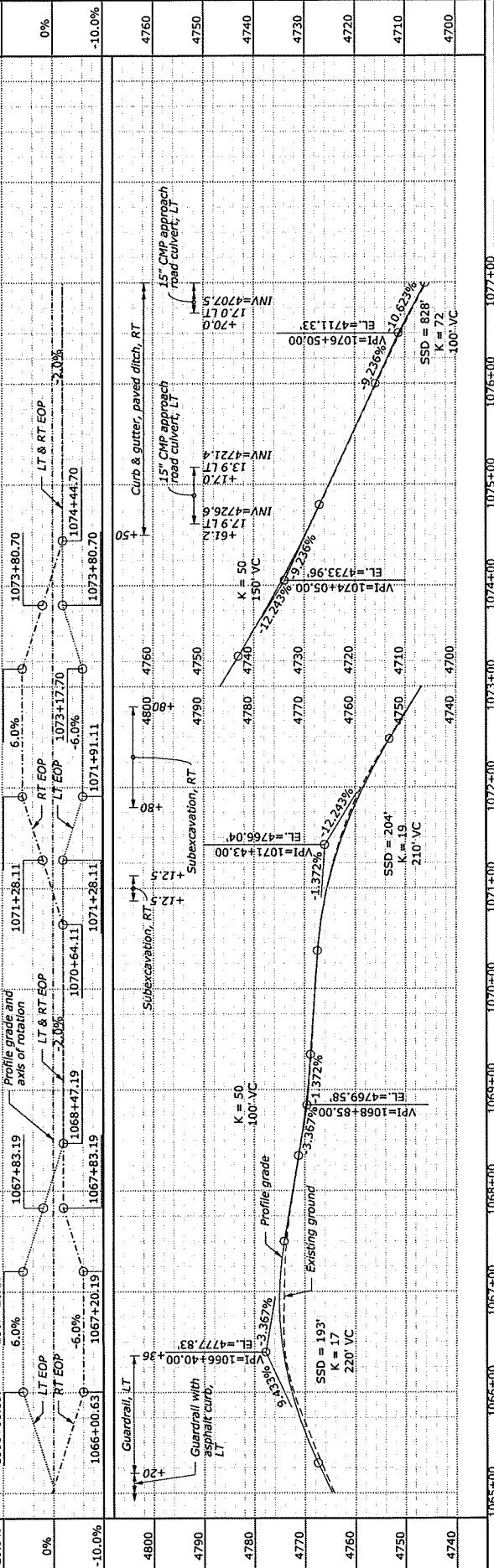
- Notes:
- Where indicated, riprap at curb shall follow standard detail C-251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-S0 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Note
CG16	1074+50	14' R		
CG17	1074+75	14' R		
CG18	1074+50	13.5' R		
CG19	1074+50	13.5' R		
CG20	1074+50	15' R		
CG21	1074+50	15' R		
CG22	1074+75	13.5' R		

Dish note sheet = roadway grade

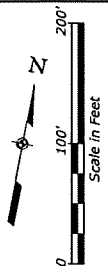


Superelevation Diagram

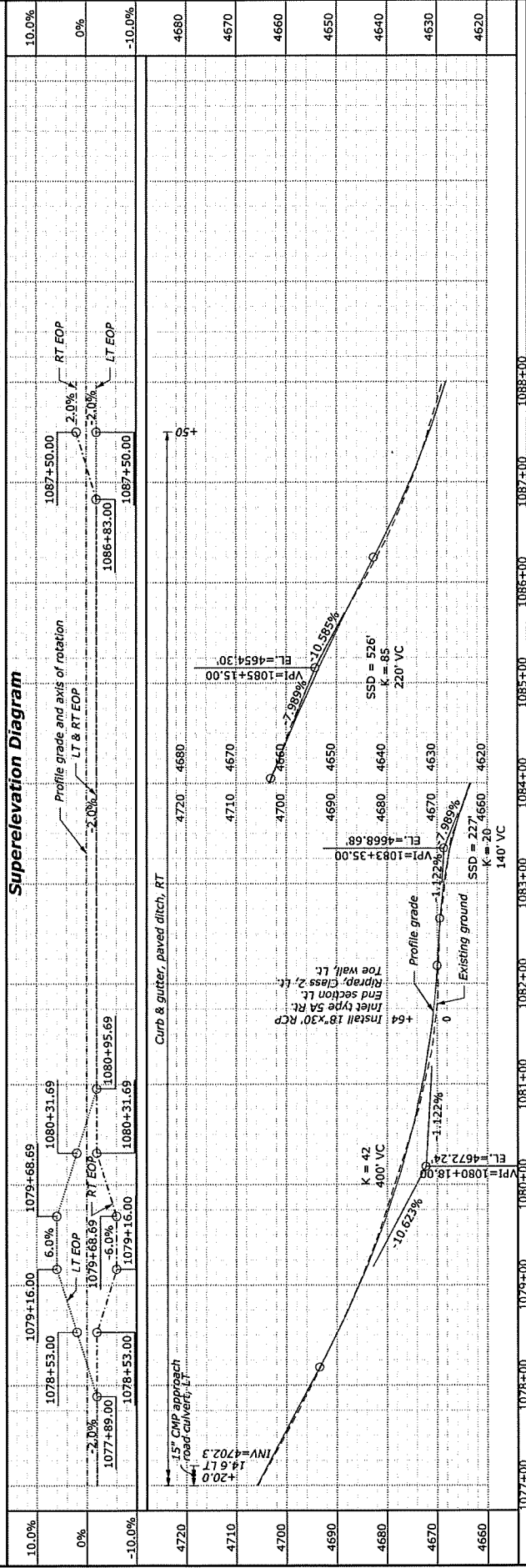
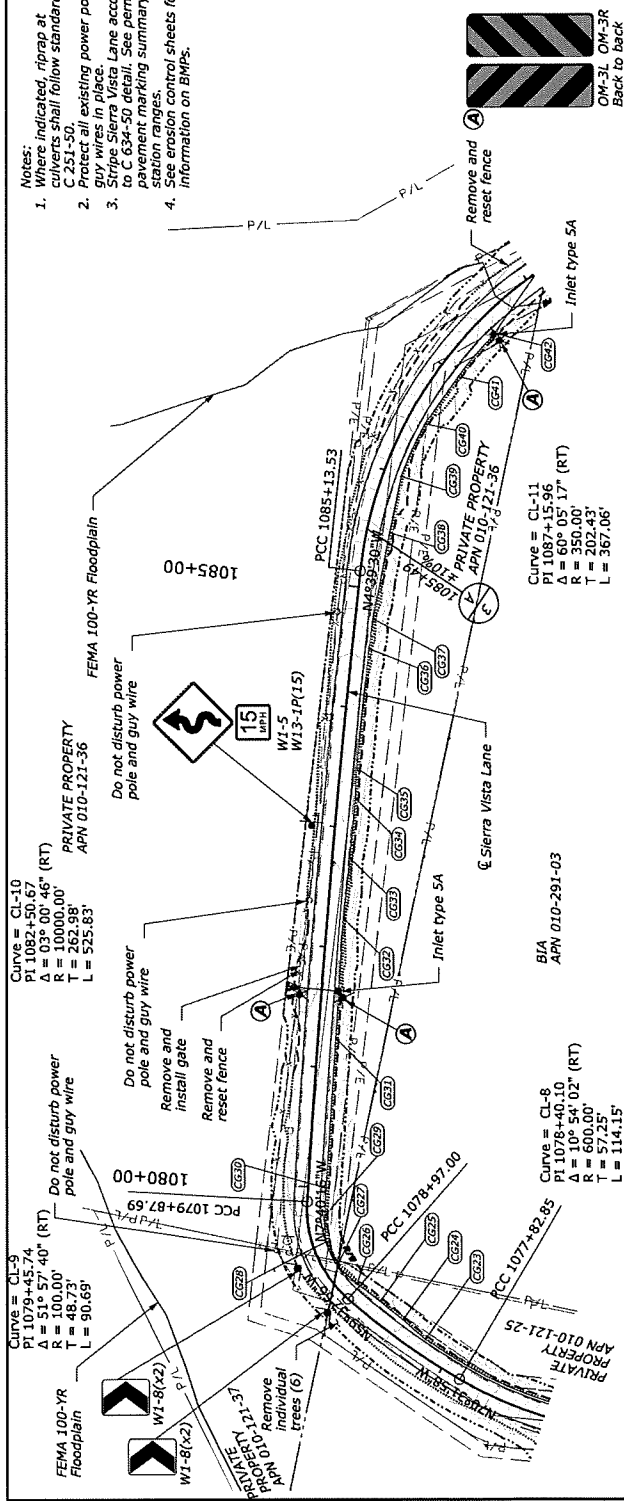


SHEET NUMBER	PROJECT
C3	HW FLAP 100(Y) SIERRA VISTA LANE

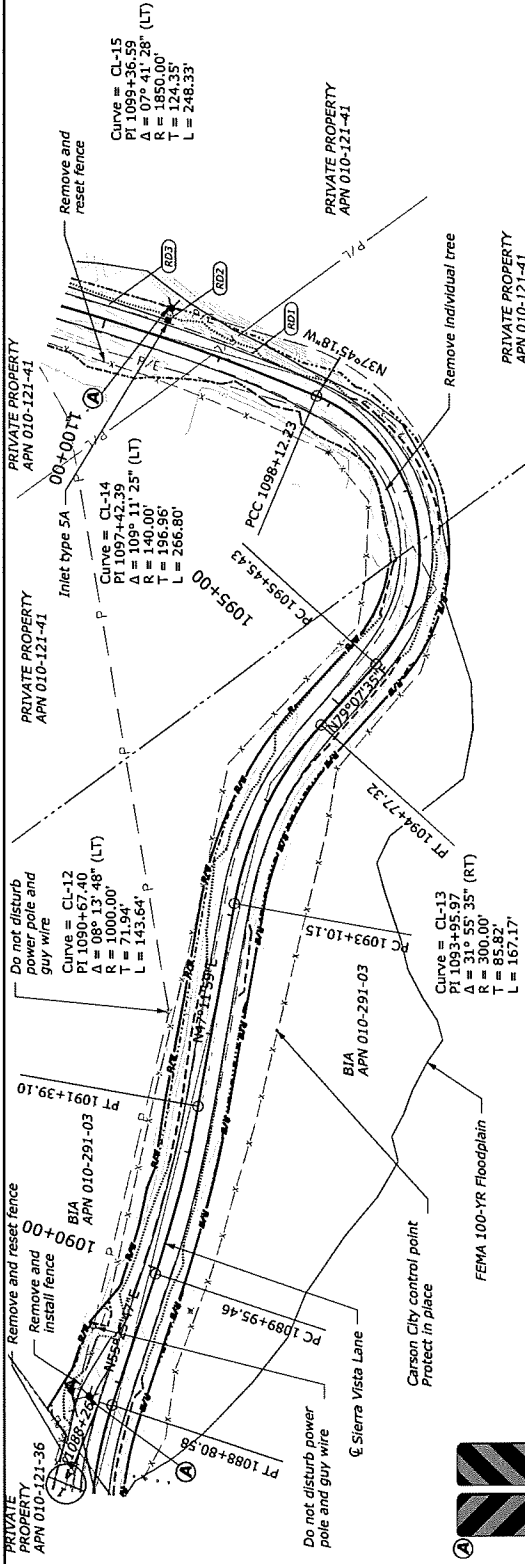
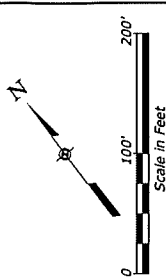
- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and drop wires in place.
 - See erosion control detail according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.



POINT NO.	STATION	TYPE	ELEVATION	REMARKS
CG31	1078+25	17' R	15.2	
CG32	1078+50	15.2	R	
CG33	1078+75	15.2	R	
CG34	1078+00	14.5	R	
CG35	1078+25	11	R	
CG36	1078+50	14.5	R	
CG37	1078+75	14.5	R	
CG38	1081+00	15	R	
CG39	1081+25	15.2	R	
CG40	1081+50	15.2	R	
CG41	1081+75	14.5	R	
CG42	1084+50	14	R	
CG43	1084+75	15	R	
CG44	1085+50	15	R	
CG45	1085+75	15	R	
CG46	1086+50	15	R	
CG47	1087+50	17	R	
CG48	1087+50	17	R	

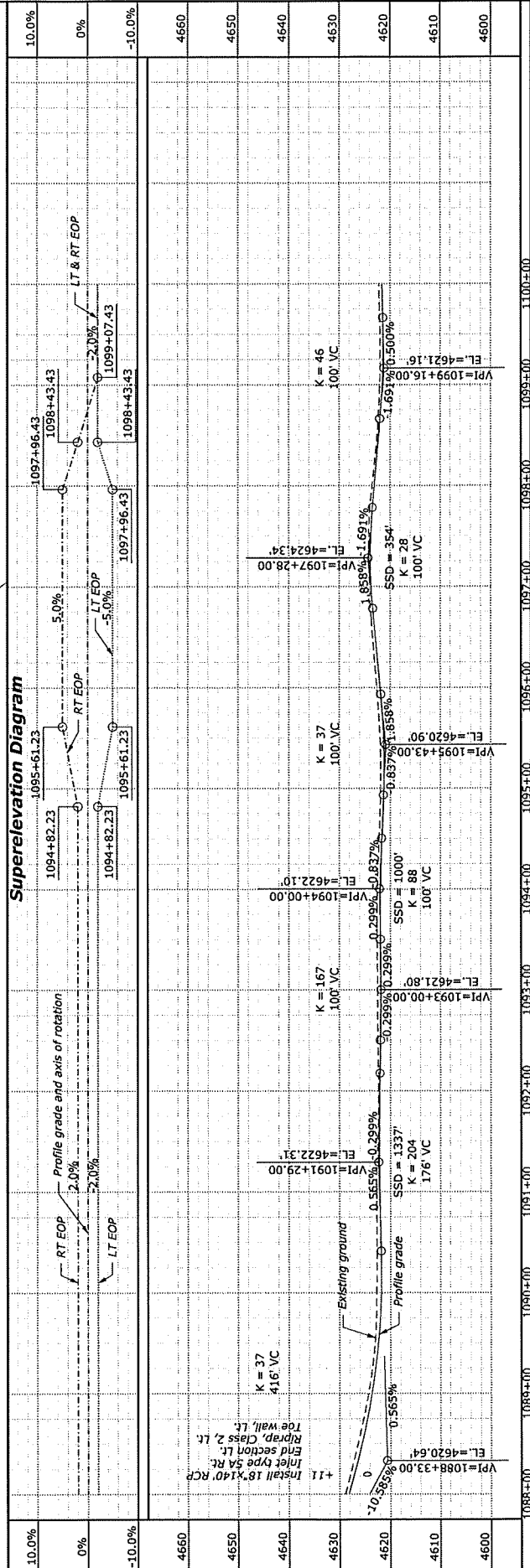


STATE	PROJECT	SHEET
NV	FLORIAN DRIVE SIERRA VISTA LANE	NUMBER
		C4

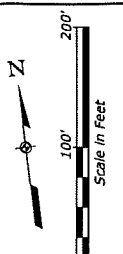


- Notes:
- Where indicated, riprap at C 251+50.
 - Shall follow standard detail C 251+50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

ROADSIDE DETCH CONTROL POINTS (CONTROL AT FLOW LINE)	Point No.	Station	Offset	Elevation	Notes
	RD1	1098+75	13' R	4621.37	
	RD2	1099+50	15' R	4620.36	
	RD3	1100+00	13' R	4620.86	

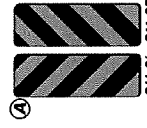


STATE	PROJECT	SHEET NUMBER
NV	RY FLAP 100(1) SIERRA VISTA LANE	CS

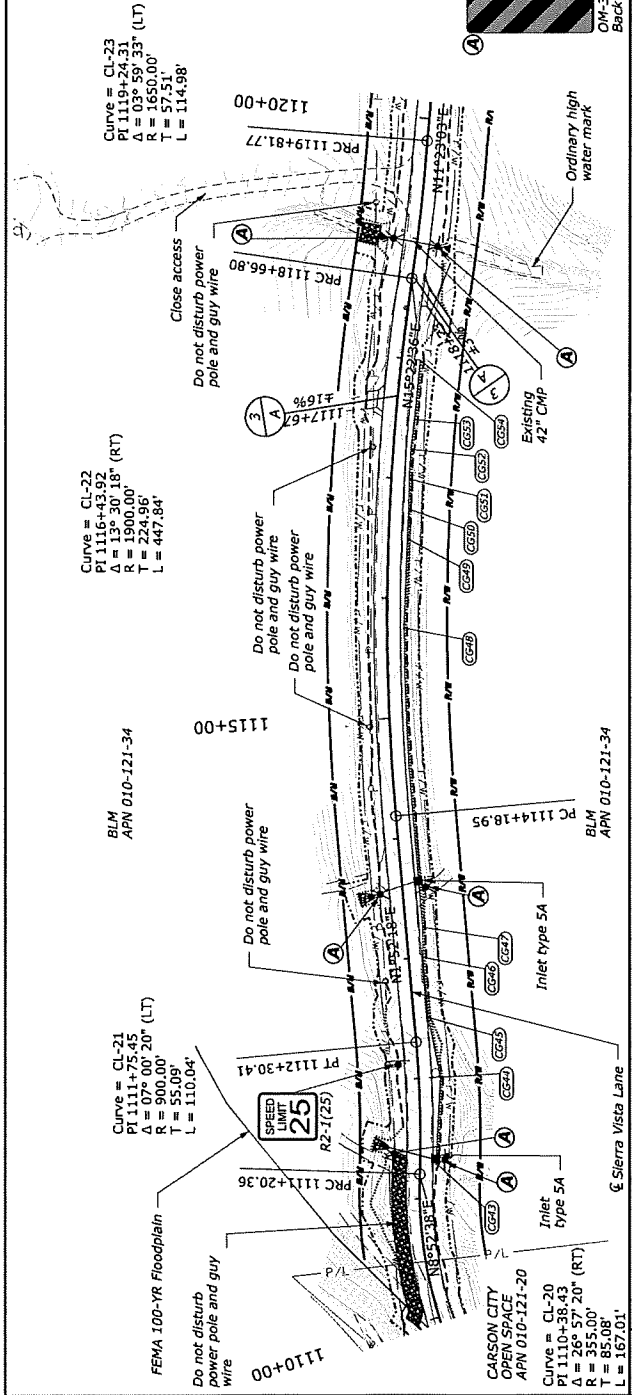


- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

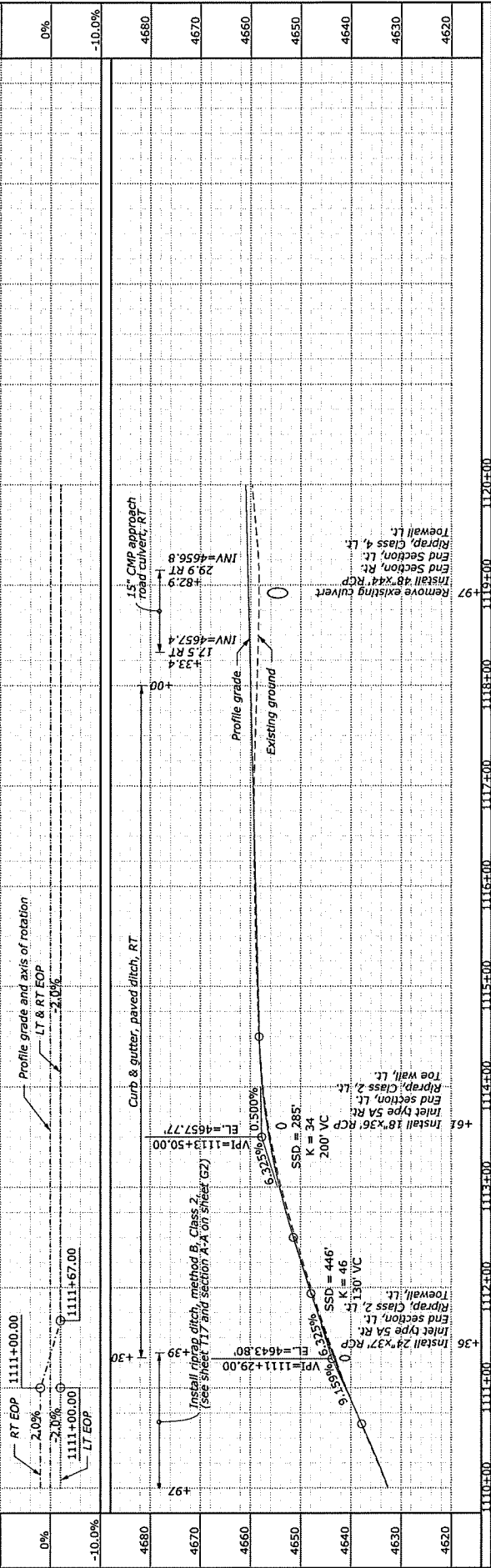
Point No.	Station	Offset	Elevation	Notes
CG44	1112+00	18' R		
CG45	1112+50	12' R		
CG46	1113+00	12' R		
CG47	1113+25	14' R		
CG48	1113+25	14' R		
CG49	1113+25	14' R		
CG50	1116+75	16' R		
CG51	1117+00	15' R		
CG52	1117+25	15' R		
CG53	1117+50	16' R		
CG54	1118+00	16' R		



OM-3L OM-3R
Back to back



Superelevation Diagram



RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this 26 day of Sept, 2017 between Roger G. Preston and Diana L. Preston, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5525 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-38

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

WHEREOF the parties hereto have executed this agreement the day and year first above written.

OWNERS:

By:  9/26/17
Roger G. Preston Date

By:  9-26-17
Diana L. Preston Date

CITY:

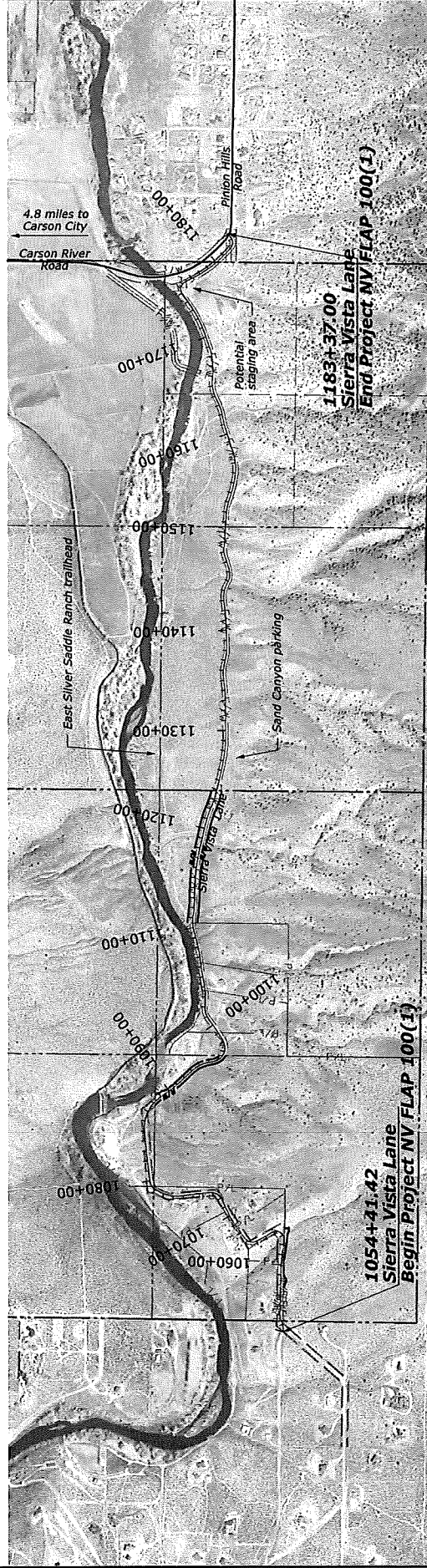
APPROVED BY:


Darren Schulz, Public Works Director

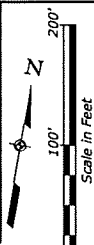
11/4/17
Date

Right of Entry Exhibit "A"

STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	A5

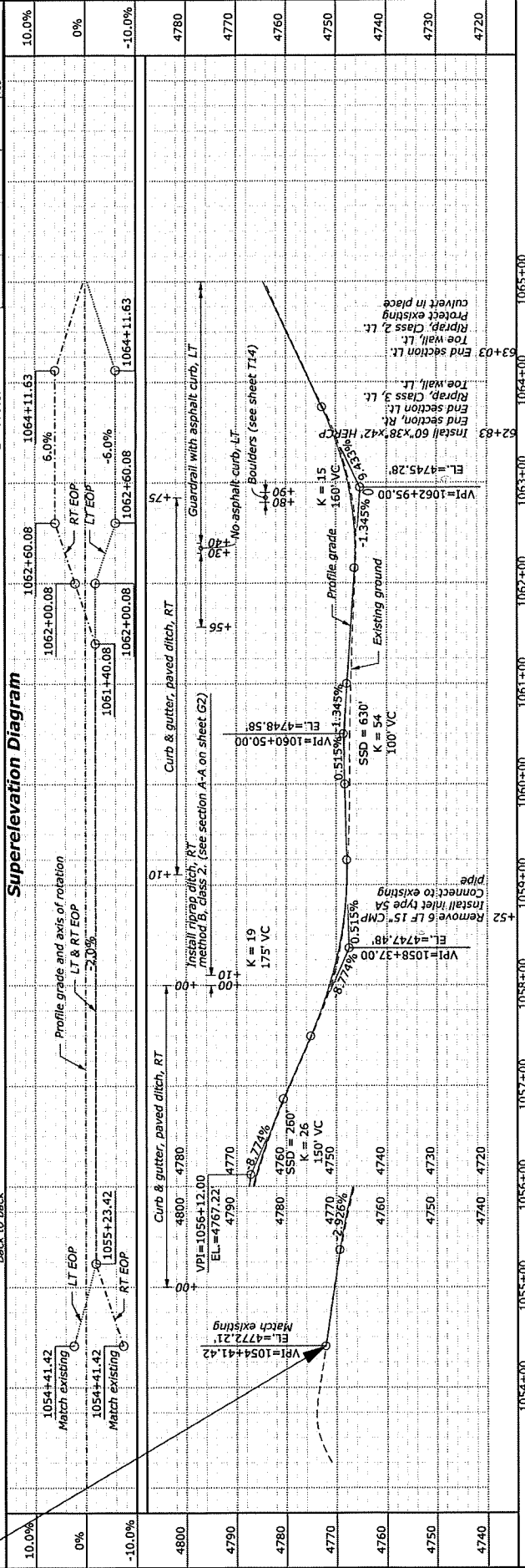
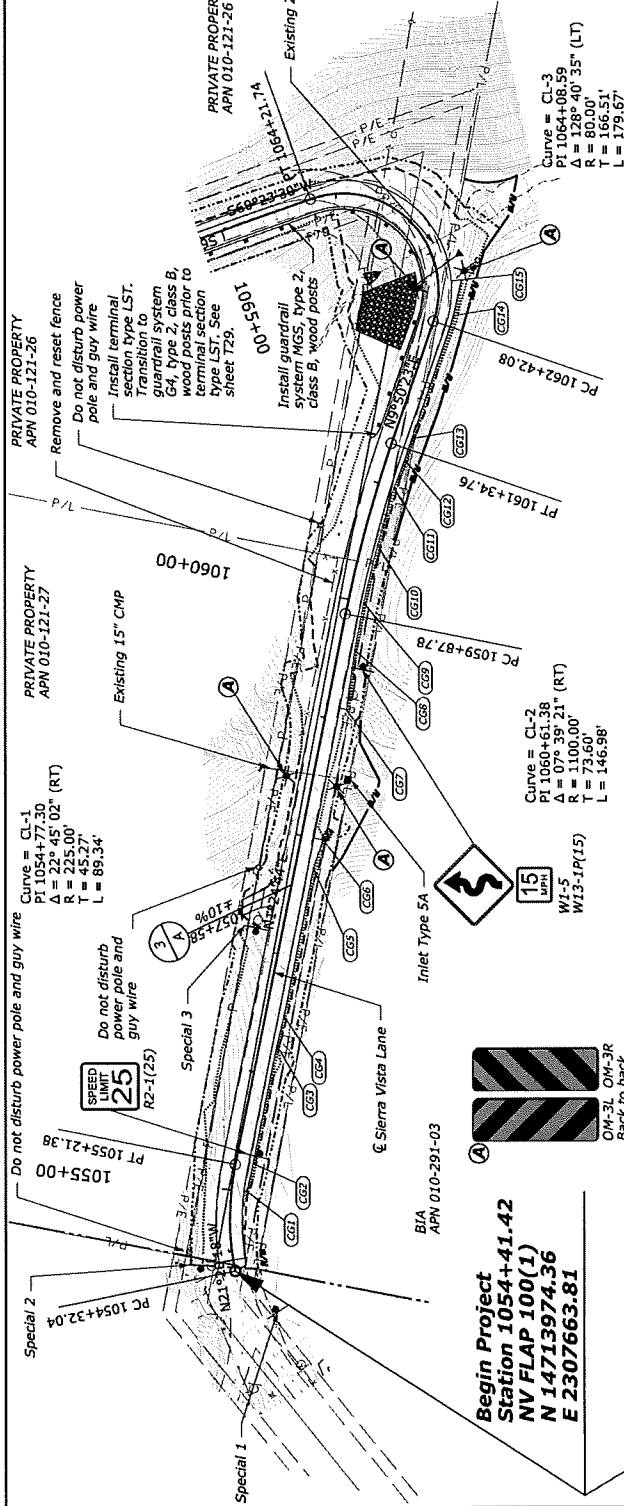


SHEET NUMBER	PROJECT
CI	NV FLAP 100(1) SIERRA VISTA LANE

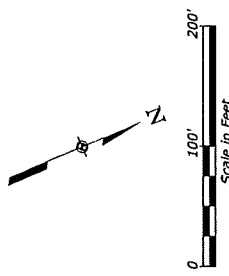


- Where indicated, riprap at curbs shall follow standard detail.
- Protect all existing power poles and guy wires in place.
- Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
- See erosion control sheets for additional information on BM's.

Point No.	Station	Offset	Elevation	Notes
CG1	1055+00	13' R	N/A	Ditch cross slope = roadway cross slope
CG2	1055+25	14.5' R	N/A	
CG3	1056+50	15.5' R	N/A	
CG4	1057+75	15.5' R	4752.68'	Tie to existing ditch
CG5	1058+00	18.77' R	4749.53'	Tie to existing ditch
CG6	1058+10	16.5' R	4742.06'	Tie to existing ditch
CG7	1058+40	13.5' R	N/A	Constant grade point 7 to 10
CG8	1060+00	13.5' R	4748.07'	Constant grade
CG9	1061+00	13.5' R	N/A	Constant grade point 10 to 13
CG10	1061+25	13.5' R	4742.01'	Constant grade point 13 to 15
CG11	1061+50	15' R	N/A	Tie to proposed marking on sheet
CG12	1062+75	19.5' R	4746.37'	Tie to proposed marking on sheet
CG13	1062+75	19.5' R	4746.37'	Tie to proposed marking on sheet

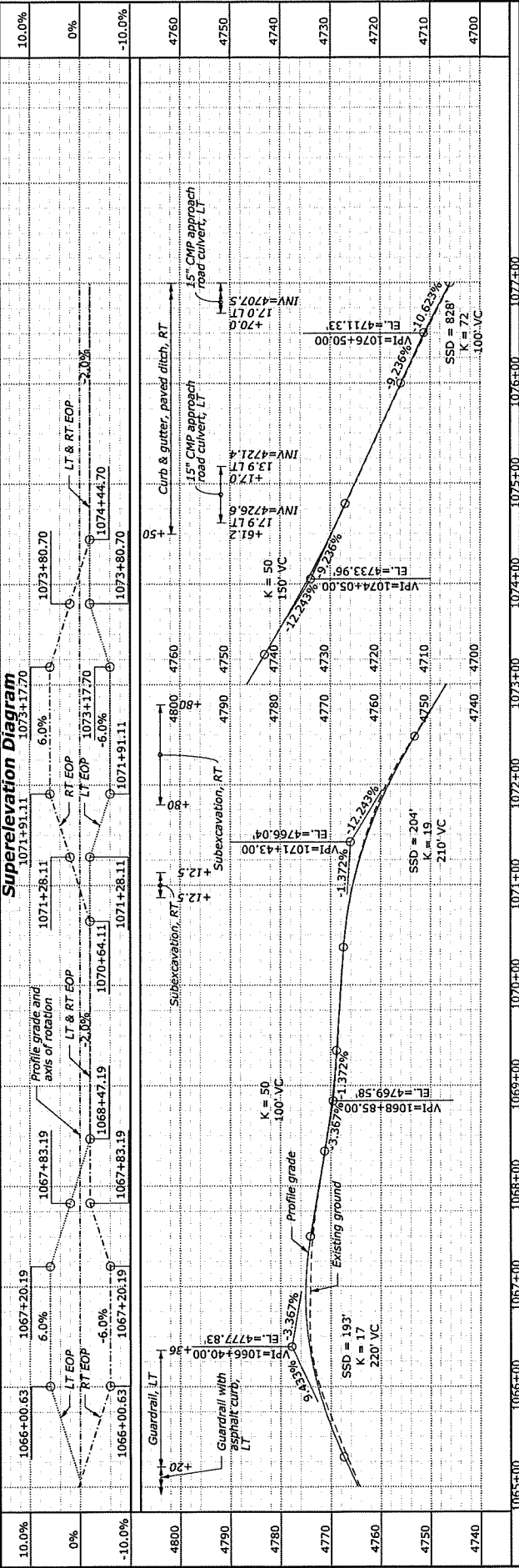
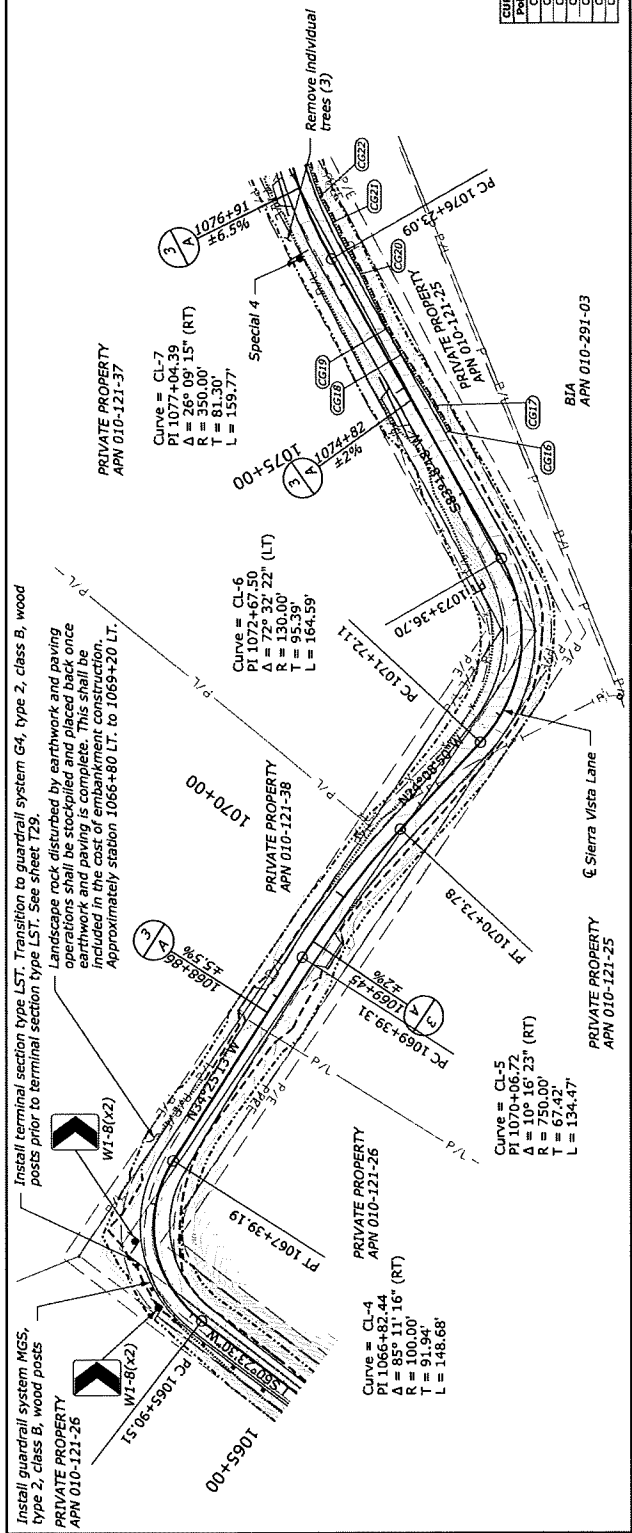


STATE	PROJECT	SHEET NUMBER
NV	WAP 100(1) SIERRA VISTA LANE	C2



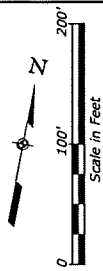
- Notes:
- Where indicated, riprap at curb shall follow standard detail C-251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C-634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
CG16	1074+50	14' RT		
CG17	1074+25	11.5' RT		Rich cross slope = roadway cross slope
CG18	1074+25	11.5' RT		
CG19	1075+50	11.5' RT		
CG20	1076+00	15' RT		
CG21	1076+50	15' RT		
CG22	1076+75	15' RT		

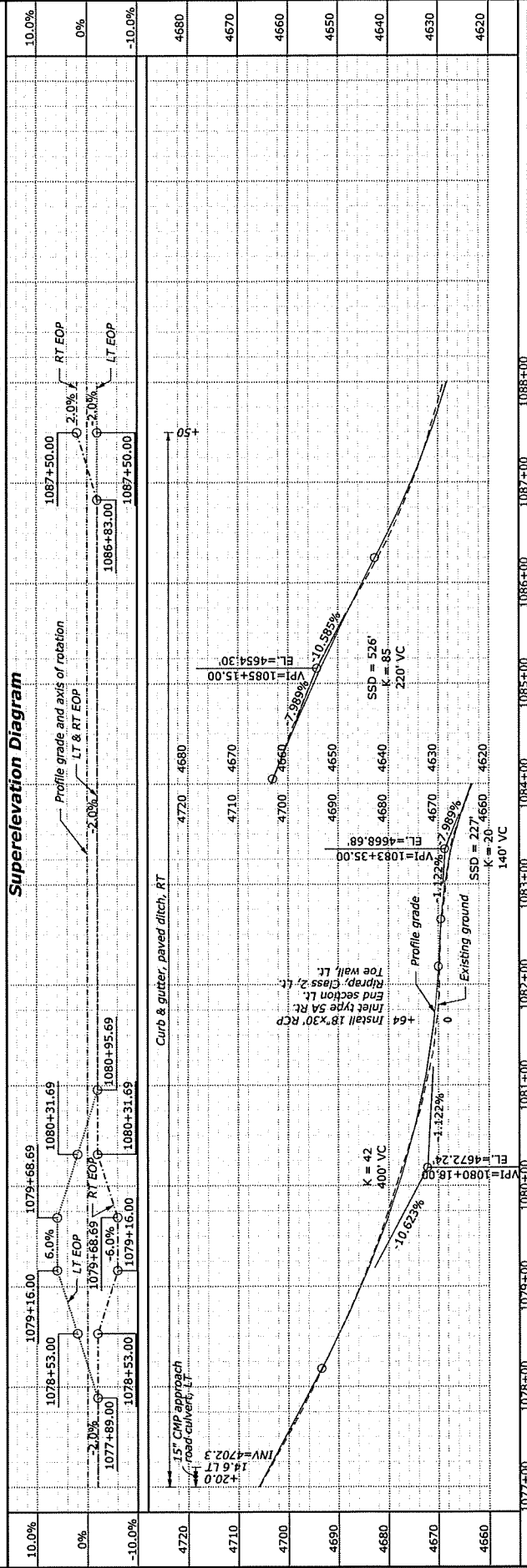
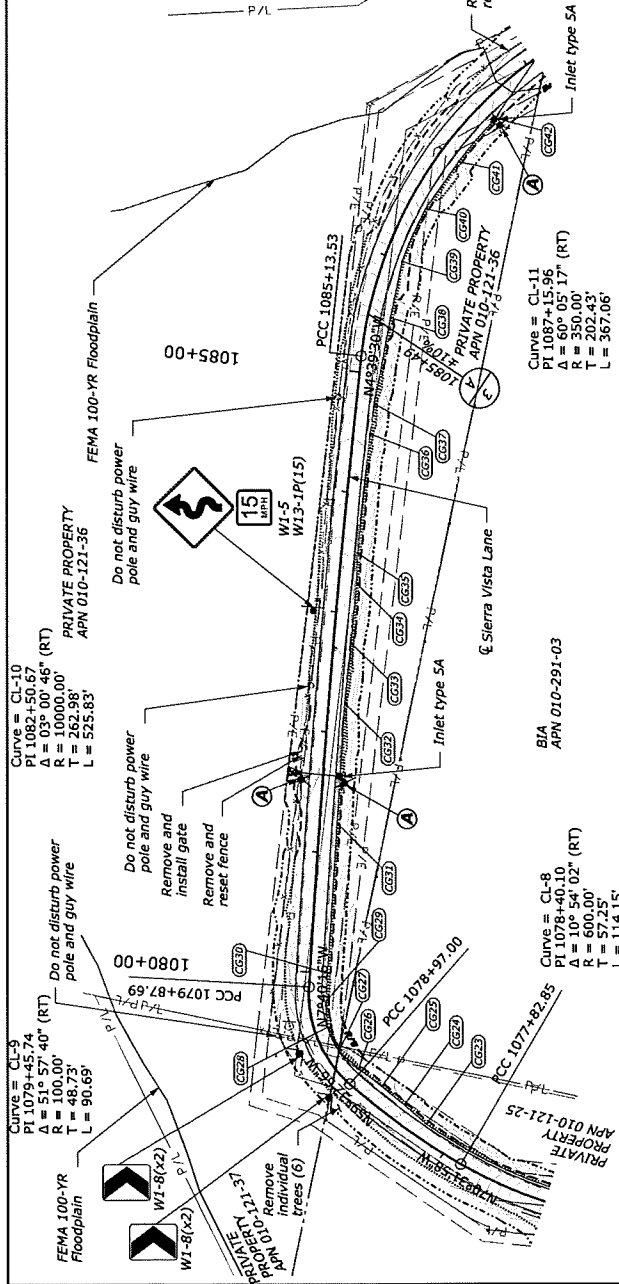


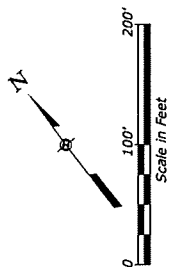
STATE	PROJECT	SHEET NUMBER
NV	SIERRA VISTA LANE	C3

- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place. Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.



Point No.	Station	Offset	Elevation	Notes
CG21	1079+31	15.5'	15.5'	RT
CG22	1079+31	15.5'	15.5'	RT
CG23	1078+75	14.5'	14.5'	RT
CG24	1079+00	14.5'	14.5'	RT
CG25	1079+25	11'	11'	RT
CG26	1079+25	11'	11'	RT
CG27	1079+25	11'	11'	RT
CG28	1079+25	14.5'	14.5'	RT
CG29	1080+00	15'	15'	RT
CG30	1081+75	15'	15'	RT
CG31	1082+25	13.5'	13.5'	RT
CG32	1083+25	13.5'	13.5'	RT
CG33	1083+25	13.5'	13.5'	RT
CG34	1083+25	13.5'	13.5'	RT
CG35	1083+25	14'	14'	RT
CG36	1084+50	14'	14'	RT
CG37	1084+75	15'	15'	RT
CG38	1085+20	15'	15'	RT
CG39	1086+20	15'	15'	RT
CG40	1086+20	15'	15'	RT
CG41	1087+00	17'	17'	RT
CG42	1087+50	17'	17'	RT

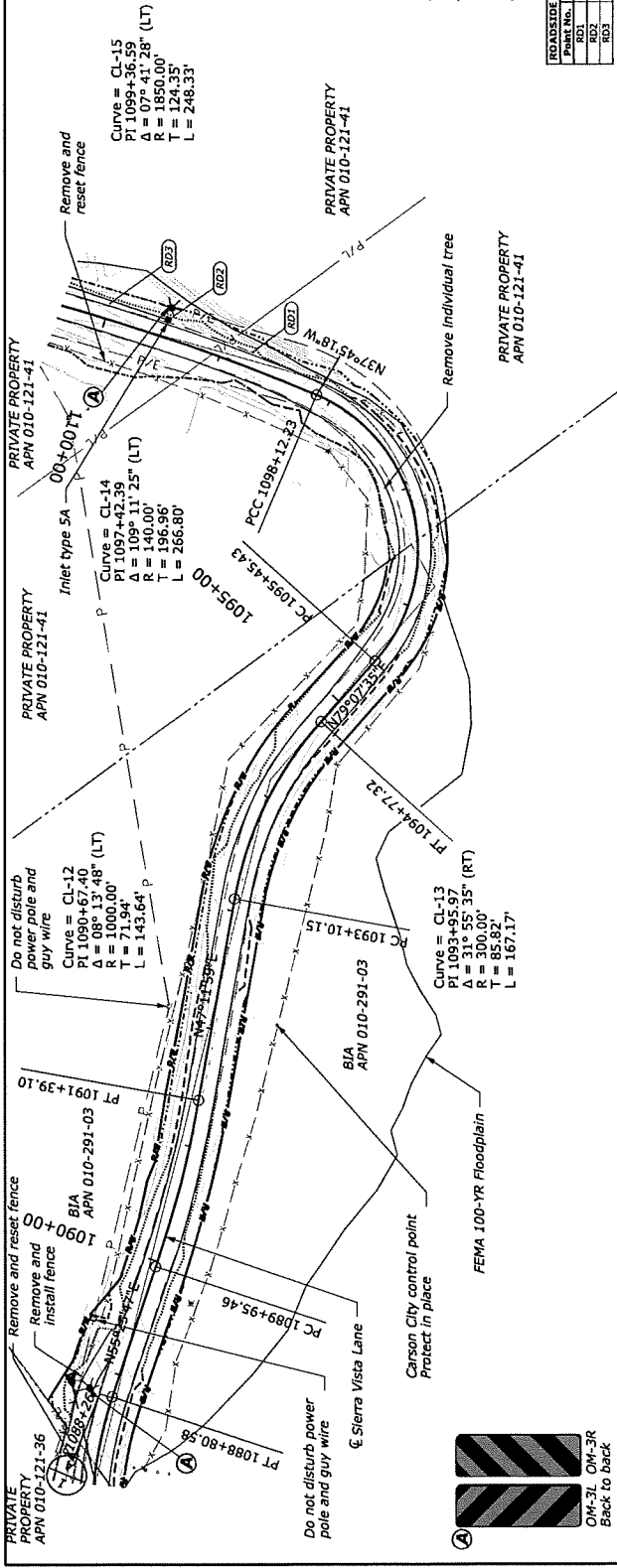




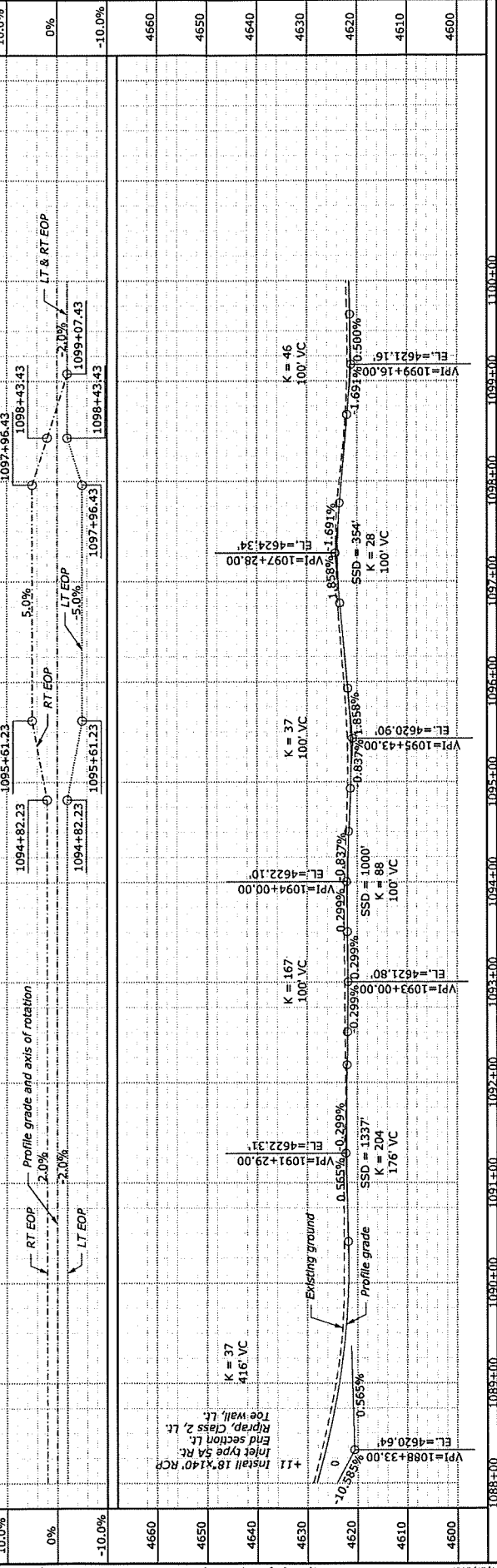
- Notes:
- Where indicated, riprap at culverts shall follow standard detail C.251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C.634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

ROADSIDE DITCH CONTROL POINTS (CONTROL AT FLOW LINE)

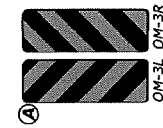
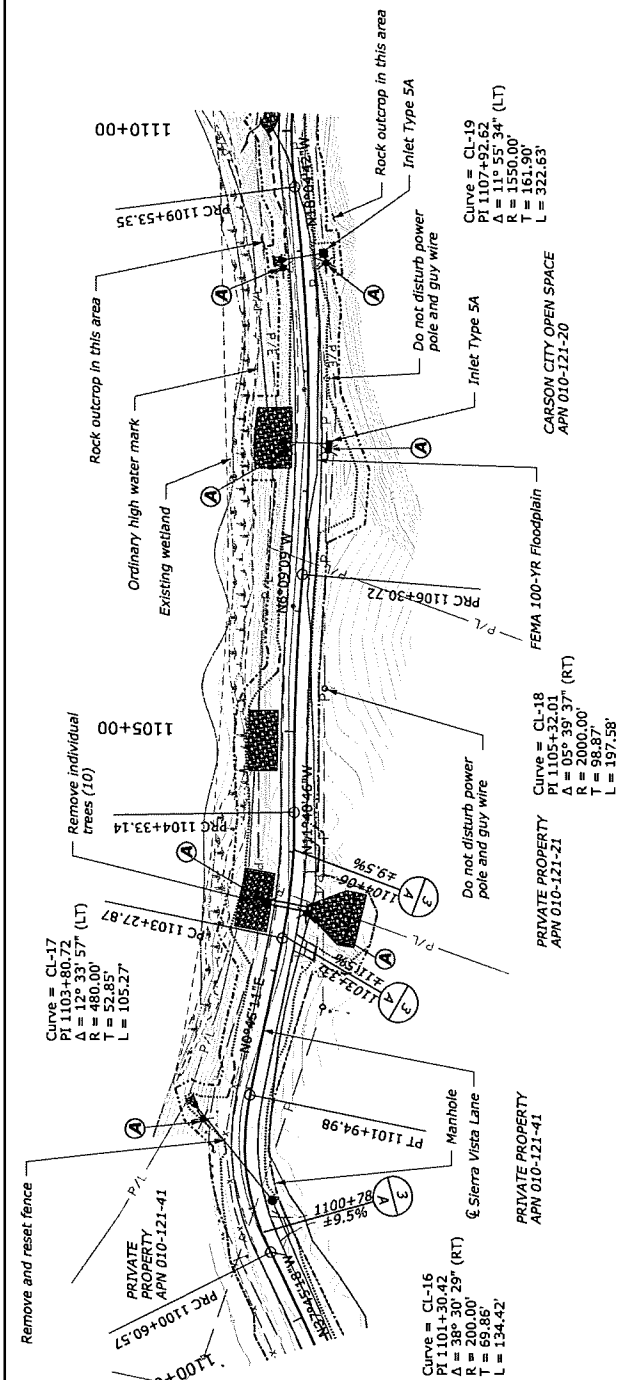
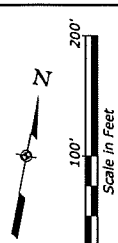
Point No.	Station	Offset	Elevation	Note
R01	1098+75	13' R	4621.37	
R02	1099+50	15' R	4620.36	
R03	1100+00	13' R	4620.86	



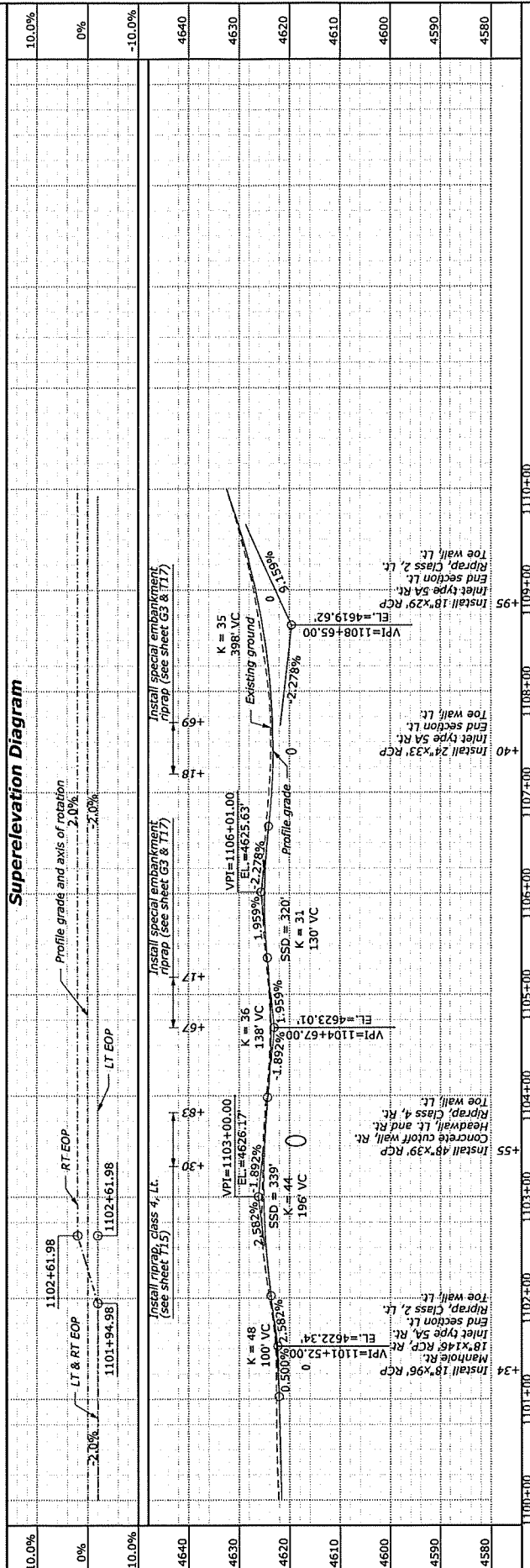
Superelevation Diagram



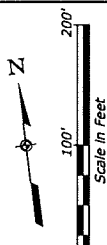
STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	C5



- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place. Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

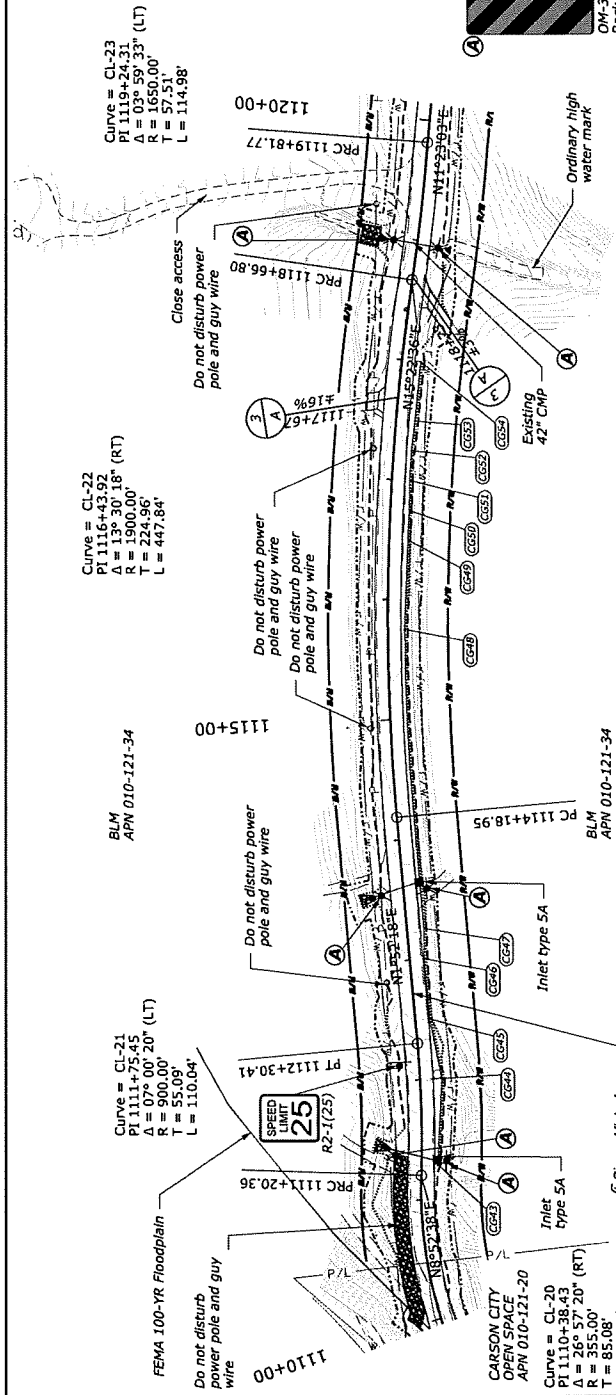
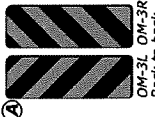


SHEET NUMBER	PROJECT
C6	HW RAP 100(1) SIERRA VISTA LANE

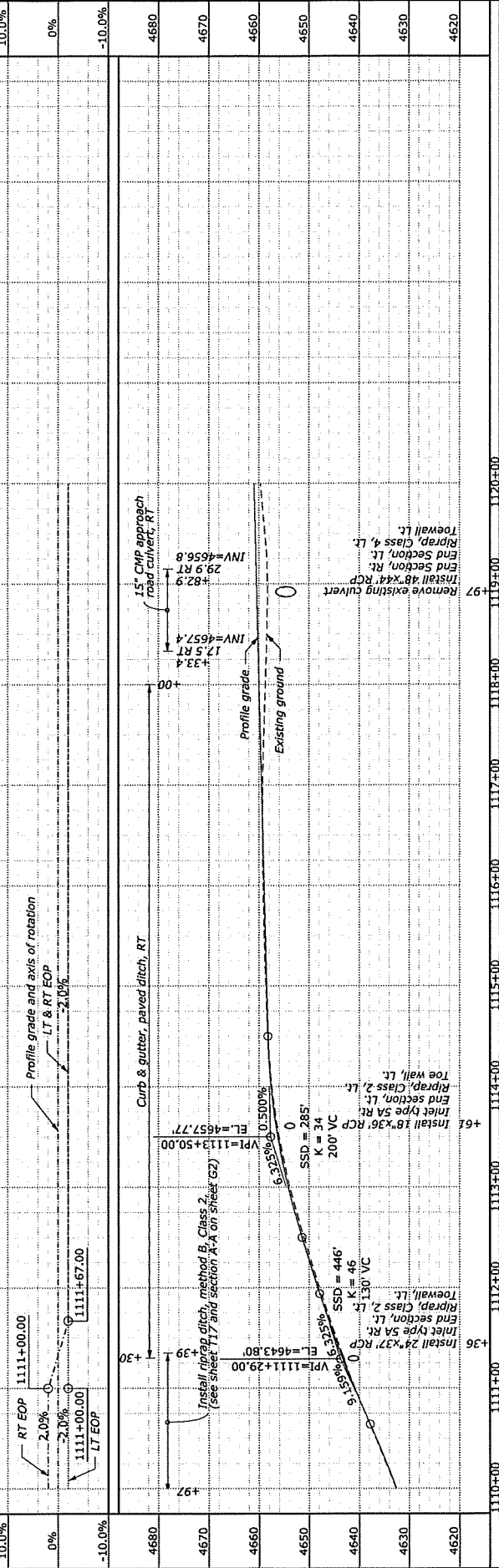


- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place.
 - Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges on (m) sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
CG42	1113+30	15' R		
CG43	1113+30	15' R		
CG44	1113+50	17' R		
CG45	1113+50	17' R		
CG46	1113+00	17' R		
CG47	1113+35	14' R		
CG48	1118+25	16' R		
CG49	1118+25	16' R		
CG50	1118+25	16' R		
CG51	1117+00	15' R		
CG52	1117+25	15' R		
CG53	1117+50	16' R		
CG54	1118+00	16' R		



Superlevation Diagram



RIGHT OF ENTRY AGREEMENT

Sept THIS RIGHT OF ENTRY AGREEMENT, hereinafter called AGREEMENT, is made this 21 day of 2017 between Josh A. and Michelle C. Oster, hereinafter called the OWNERS, and CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CITY received a grant for \$4,553,578 from the Central Federal Lands Highway Division for the purpose of reconstructing or improving approximately 2.5 miles of a public roadway known as Sierra Vista Lane, including the addition of improvements to roadside drainage and drainage facilities; and

WHEREAS, the CITY is a consolidated municipality created under the laws of the State of Nevada and as a local government has the legal authority to construct and improve roadways for the benefit of the CITY and for the public located on the OWNERS' real property located at 5489 Sierra Vista Lane, in Carson City, Nevada; and

WHEREAS, such will cross over the lands of the OWNERS; and

WHEREAS, the residents of Carson City desire such capital improvement and the OWNERS join in this desire and wish to cooperate with the CITY and the citizens of Carson City,

NOW, THEREFORE, it is mutually agreed that the OWNERS, under affirmation of having full legal authority to do so, hereby grant to the CITY the right to enter upon such land for the purpose of constructing said capital improvement and performing the incidents thereto. This grant shall limit the activities of the CITY to those portions of the OWNERS' lands as depicted in the materials attached hereto as "Exhibit A" and which is made a part of this Agreement.

It is further understood that, to the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's reasonable right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the CITY within thirty (30) days of the OWNERS' receipt of notice of an actual or pending claim or cause of action. The CITY shall not be liable or otherwise obligated for any attorneys' fees and costs for the OWNERS' election to participate with legal counsel of the OWNERS' own choosing.

It is further understood that all of the facilities and improvements constructed within the scope of this AGREEMENT shall be designed and constructed in accordance within normal engineering practices.

It is further understood and agreed that the CITY and the OWNERS will coordinate and cooperate as reasonably feasible with each other in scheduling the construction of the improvements.

It is further understood that construction by the CITY, or any other activities of the CITY with respect to the OWNERS' property, will not hinder the ingress and egress to or from the OWNERS'

APN 010-121-41

property or OWNERS' improvements on the property and will not hinder the customary uses of doors and entrances installed in said improvements, which shall include, without limitation, the preservation of sufficient space surrounding all doors and entrances to allow for the movement of large items in and out of the improvements.

It is further understood that prior to construction, the OWNER will sign and the CITY will record a revised permanent right-of-way easement, modifying the existing easement held by the City and of which there is no dispute, for the location of the new roadway and all related improvements.

It is further understood that the OWNERS are entitled to receive just compensation for necessary right-of-way as established by an appraisal of the property, prepared by the CITY, unless this right is waived by the OWNERS. **The OWNERS hereby proclaim their intent to dedicate the necessary right-of-way and waive to waive any right to such compensation.** Further, the OWNERS hereby release the CITY from any obligation to appraise the right-of-way.

It is further understood and agreed that if the OWNERS or the CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach of this AGREEMENT. If the OWNERS or the CITY fails, neglects, or refuses to cure the breach upon the request of the other party, such other party, at its option, may correct such breach and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all the terms, conditions, and covenants of this AGREEMENT. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

This AGREEMENT shall constitute the entire contract between the parties hereto and no modification hereof shall be binding unless endorsed hereon in writing.

WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

OWNERS:

By:

Josh A. Oster

Date

9-21-17

By:

Michelle C. Oster - Hamilton

Date

10/17/19

CITY:

APPROVED BY:



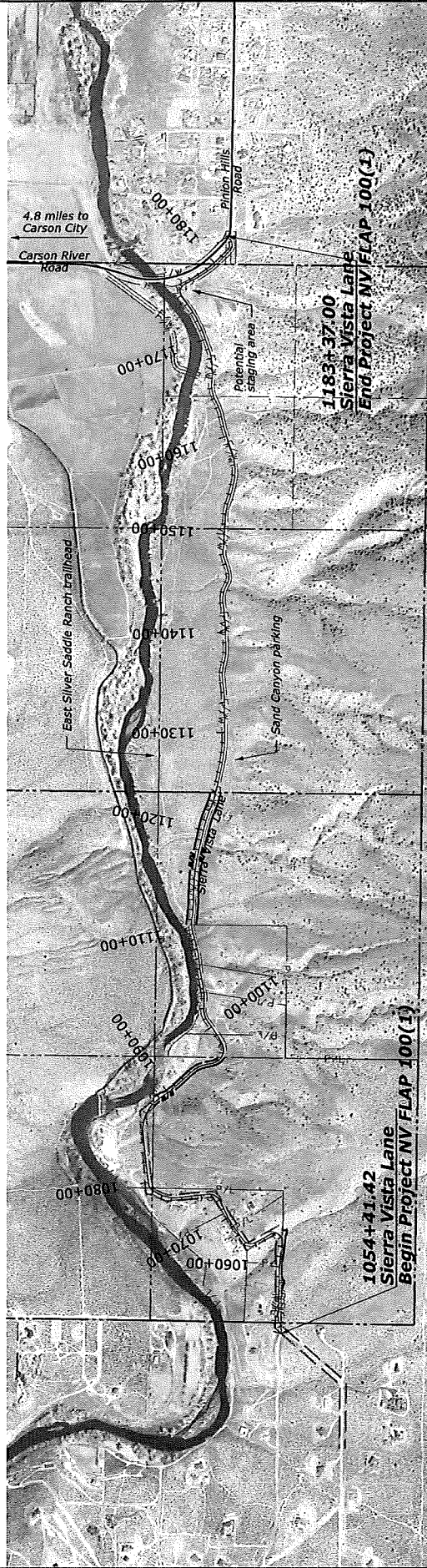
Darren Schulz, Public Works Director

11/4/17

Date

Right of Entry Exhibit "A"

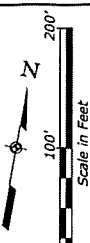
STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	A5



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

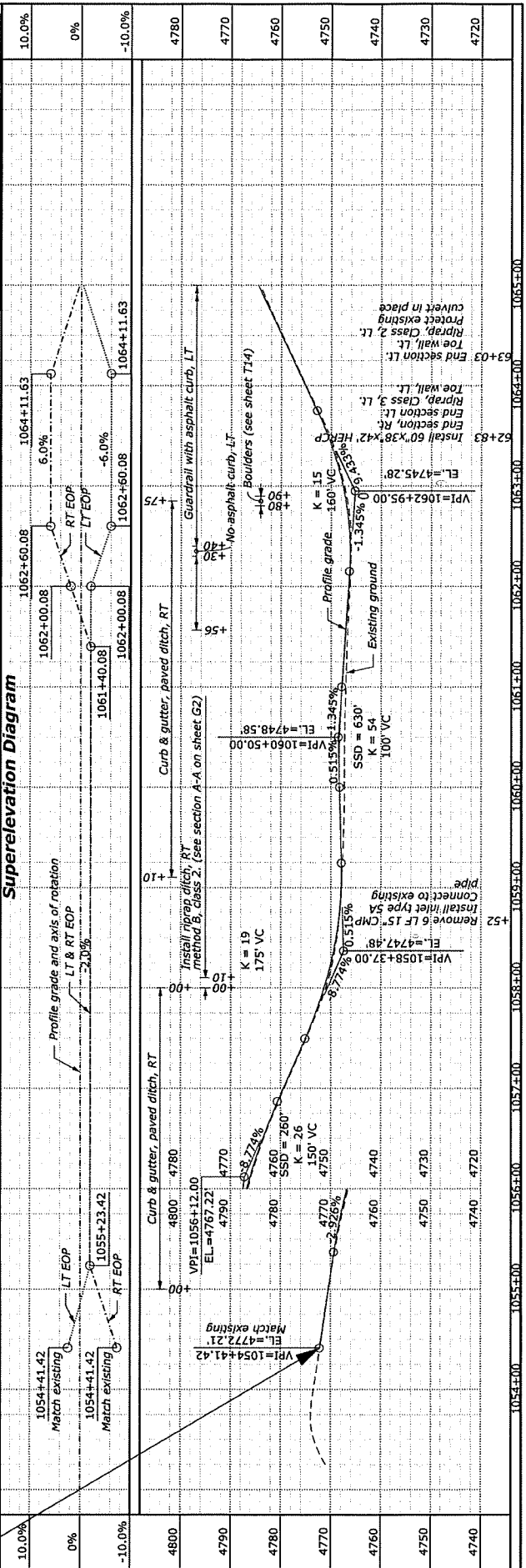
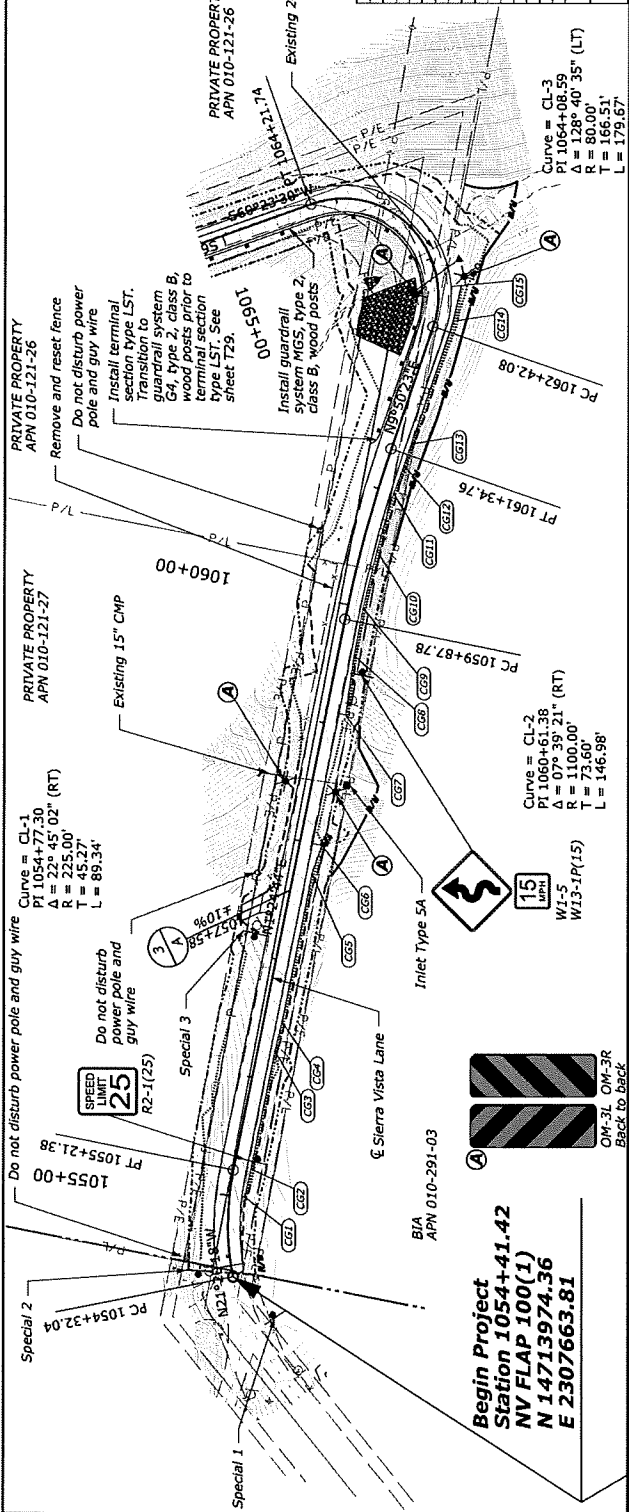
SITE MAP

STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 100(1) SIERRA VISTA LANE	CL

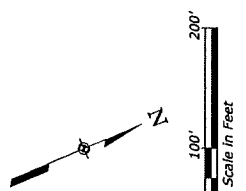


- Notes:
- Where indicated, riprap at culverts shall follow standard detail C-251-50.
 - Protect all existing power poles and strip Sierra Vista Lane according to C-634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
CG1	1055+00	13' R		Check cross slope = roadway cross slope
CG2	1055+25	14.5' R		
CG3	1055+50	15.5' R		
CG4	1055+75	16.5' R		
CG5	1056+00	17.5' R		
CG6	1056+25	18.5' R		
CG7	1056+50	19.5' R		
CG8	1056+75	20.5' R		
CG9	1057+00	21.5' R		
CG10	1057+25	22.5' R		
CG11	1057+50	23.5' R		
CG12	1057+75	24.5' R		
CG13	1058+00	25.5' R		
CG14	1058+25	26.5' R		
CG15	1058+50	27.5' R		

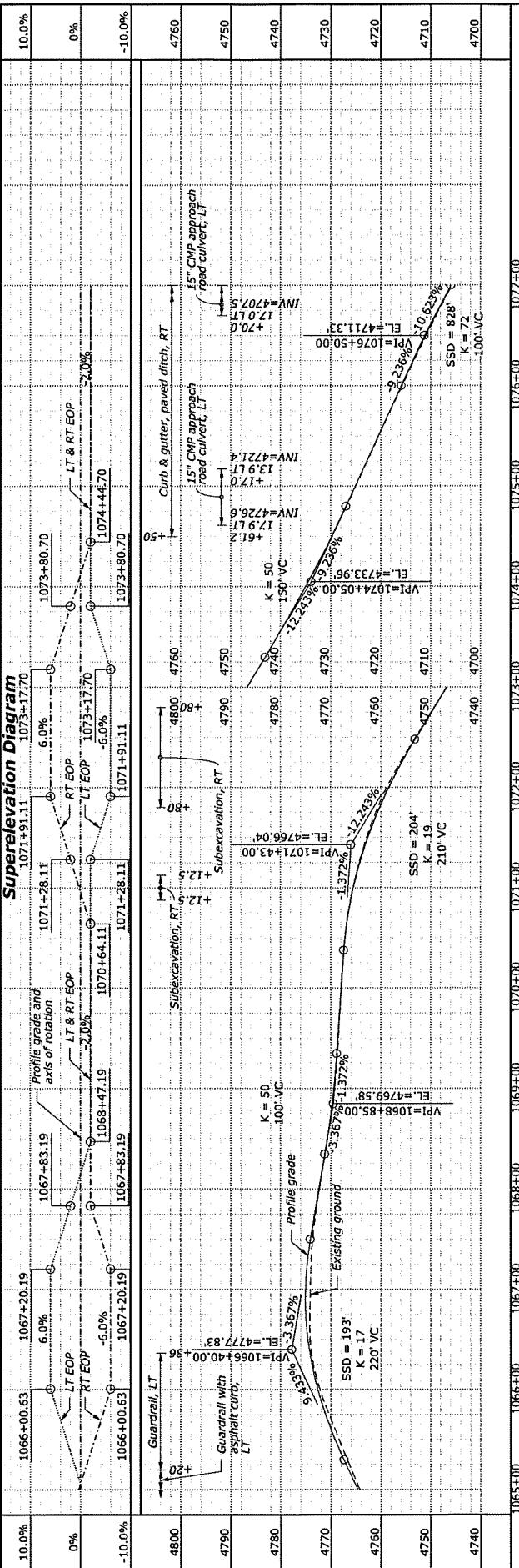
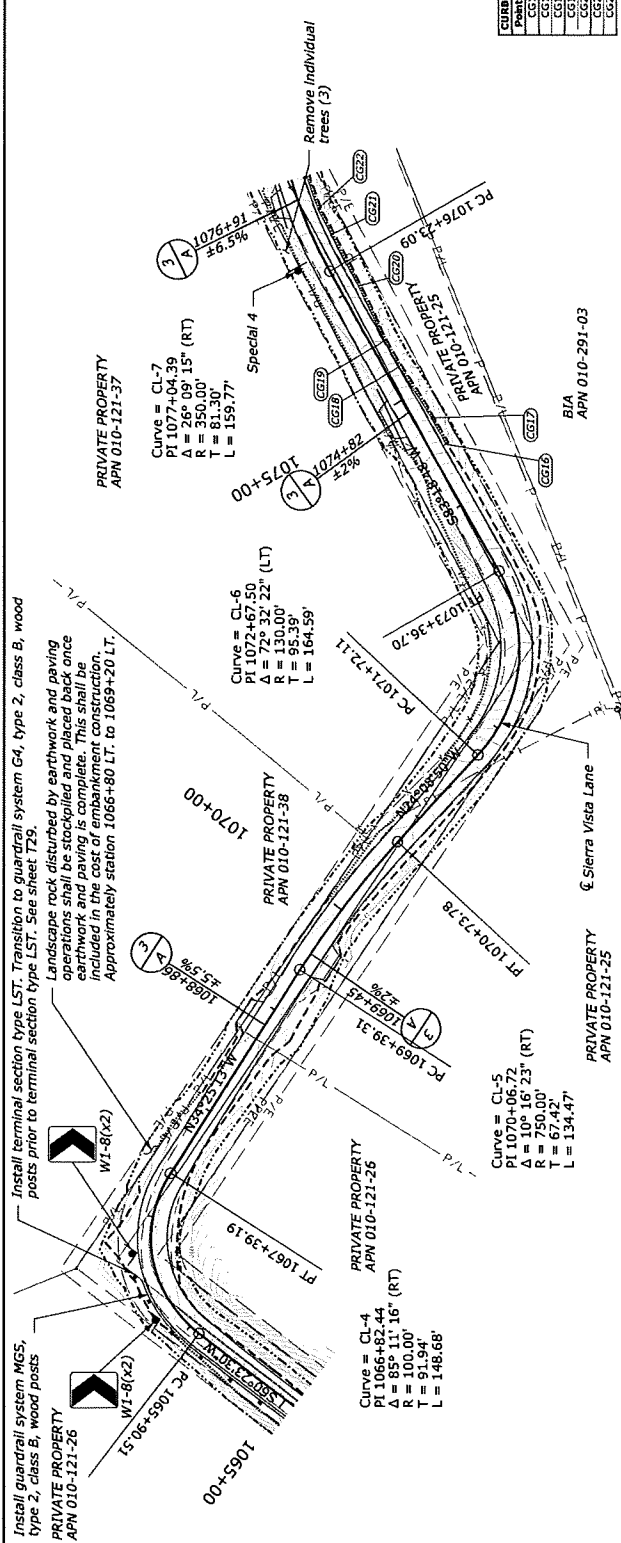


STATE	PROJECT	SHEET NUMBER
NV	NV RAP 100(1) SIERRA VISTA LANE	C2



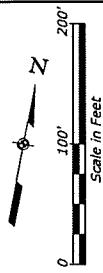
- Notes:
- Where indicated, riprap at curbs shall follow standard detail.
 - Protect all existing power poles and guy wires in place.
 - Strip Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

Point No.	Station	Offset	Elevation	Notes
CG16	1074+50	1.4' R		
CG17	1074+75	1.4' R		Ditch cross slope = roadway cross slope
CG18	1075+00	1.1' R		
CG19	1075+25	1.1' R		
CG20	1076+00	1.5' R		
CG21	1076+50	1.5' R		
CG22	1076+75	1.5' R		

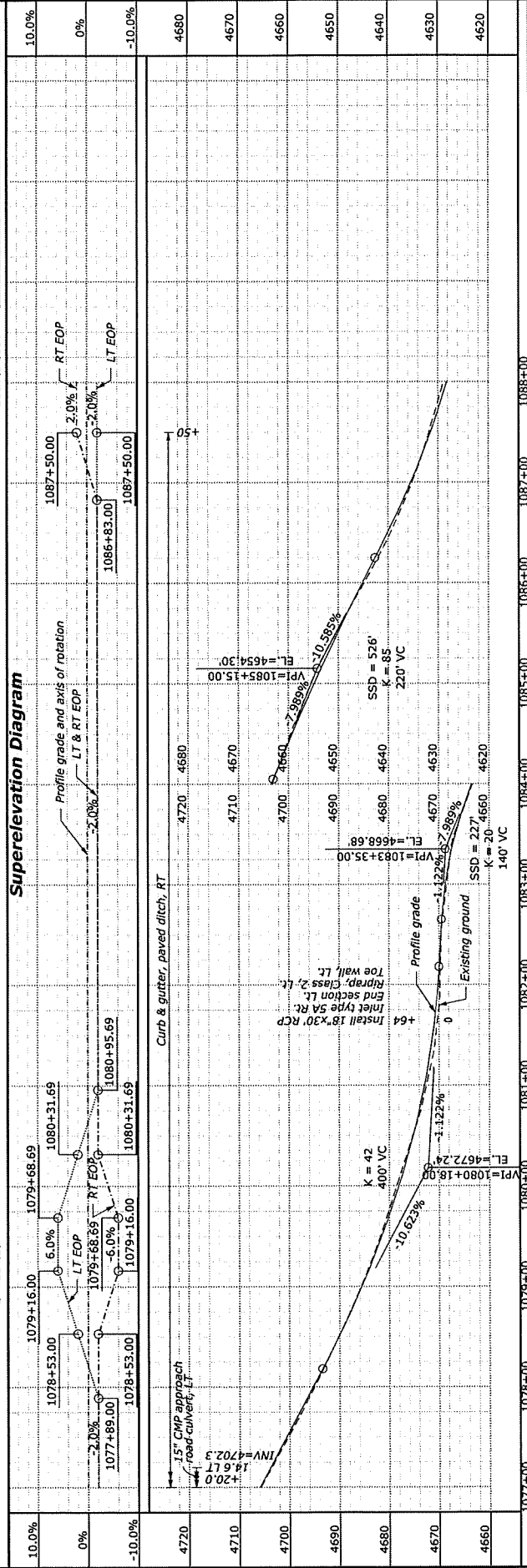
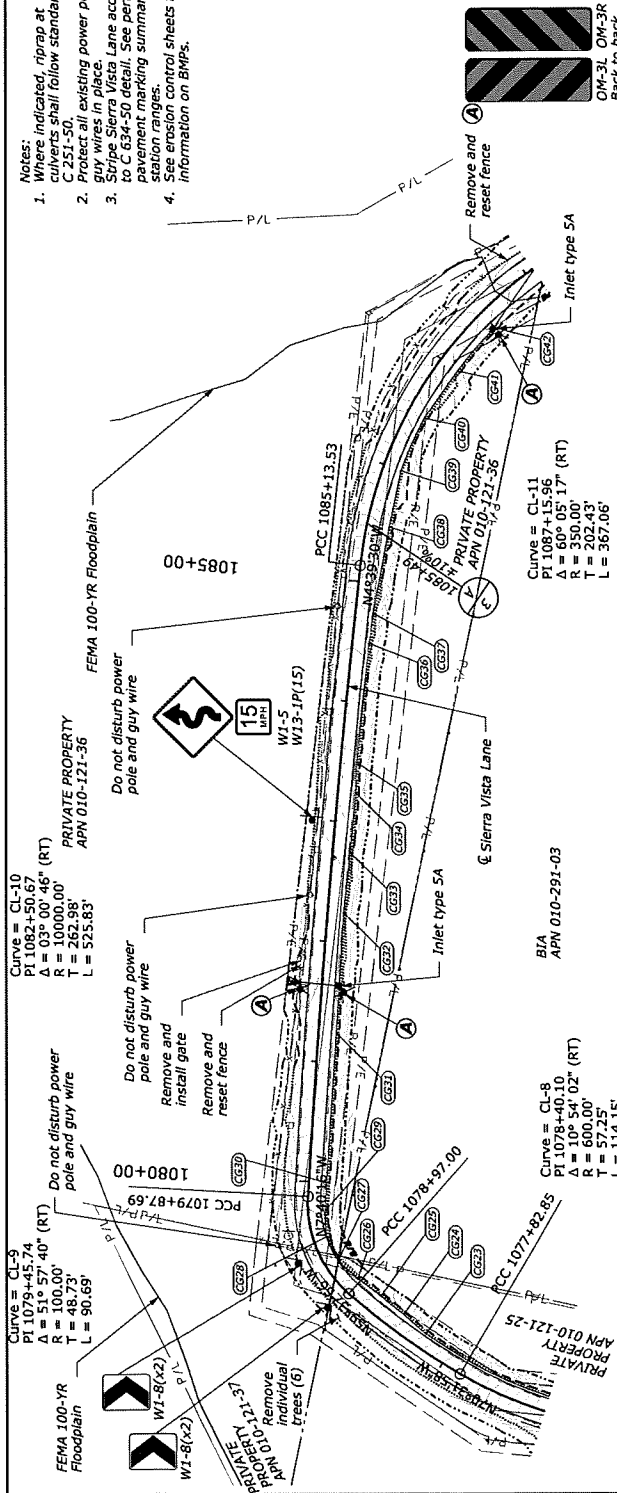


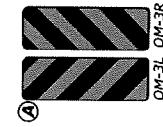
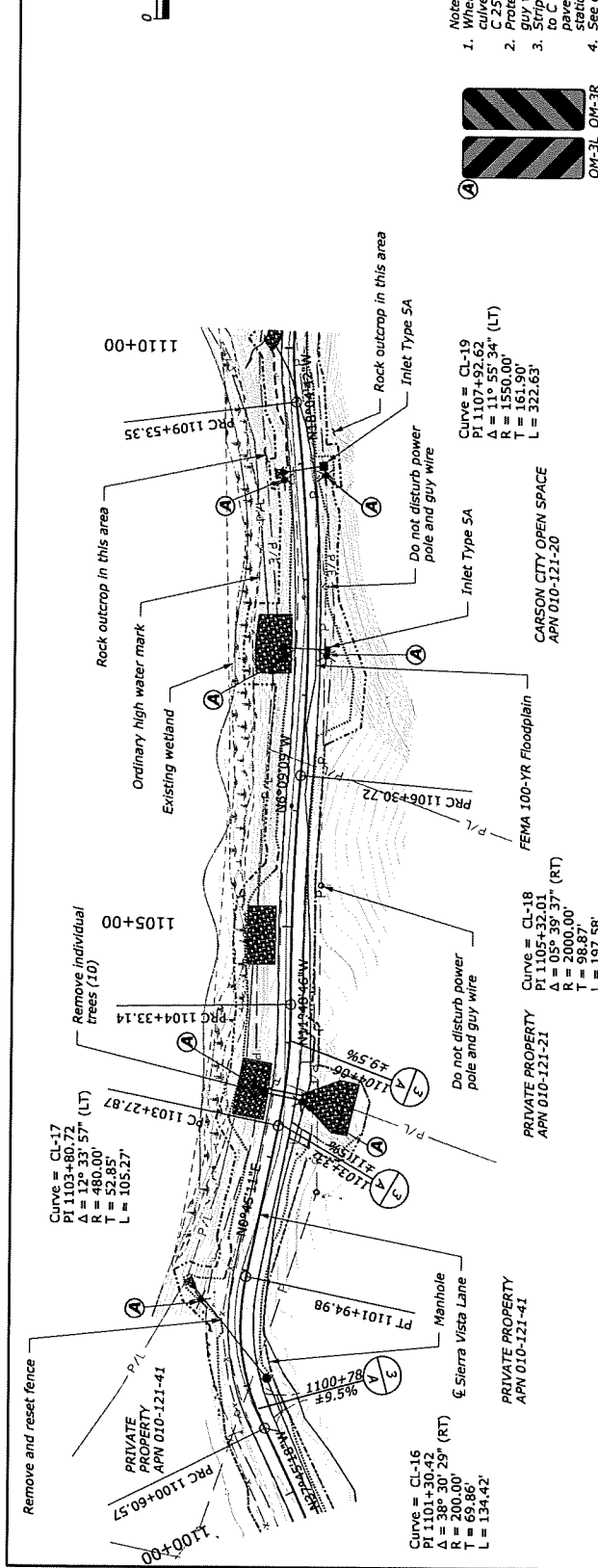
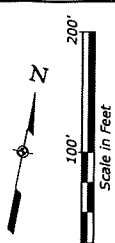
STATE	PROJECT	SHEET NUMBER
NV	HW RAP 100(1) SIERRA VISTA LANE	C

- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place. Lane according to C 251-50. See separate pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.

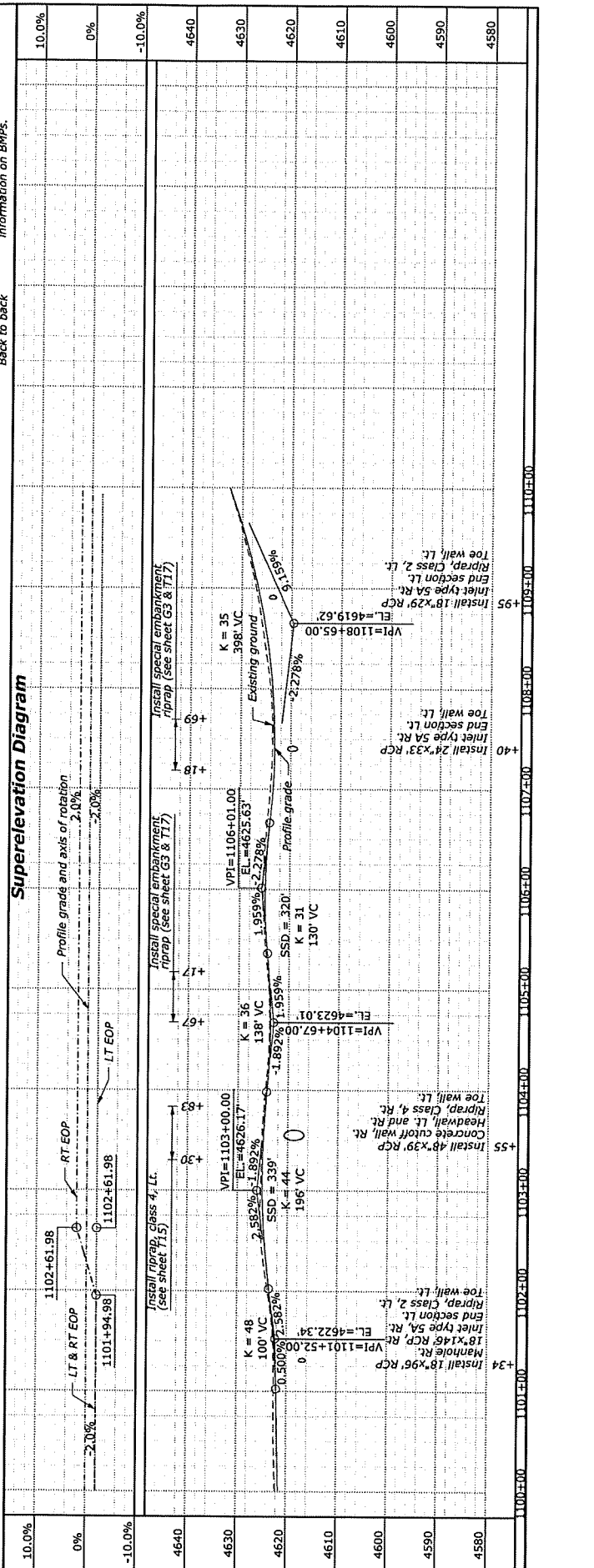


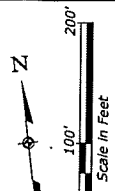
Point No.	Station	Office	Elevation	Notes
CG24	1078+50	15.5' R		
CG25	1078+75	15.5' R		
CG26	1079+00	14.5' R		
CG27	1079+25	11' R		
CG28	1079+50	14.5' R		
CG29	1079+75	14.5' R		
CG30	1080+00	15' R		
CG31	1081+25	15' R		
CG32	1082+25	13.5' R		
CG33	1083+25	15' R		
CG34	1083+50	14' R		
CG35	1084+50	14' R		
CG36	1084+75	15' R		
CG37	1085+25	19' R		
CG38	1085+50	15' R		
CG39	1085+75	15' R		
CG40	1086+50	15' R		
CG41	1087+00	17' R		
CG42	1087+50	17' R		





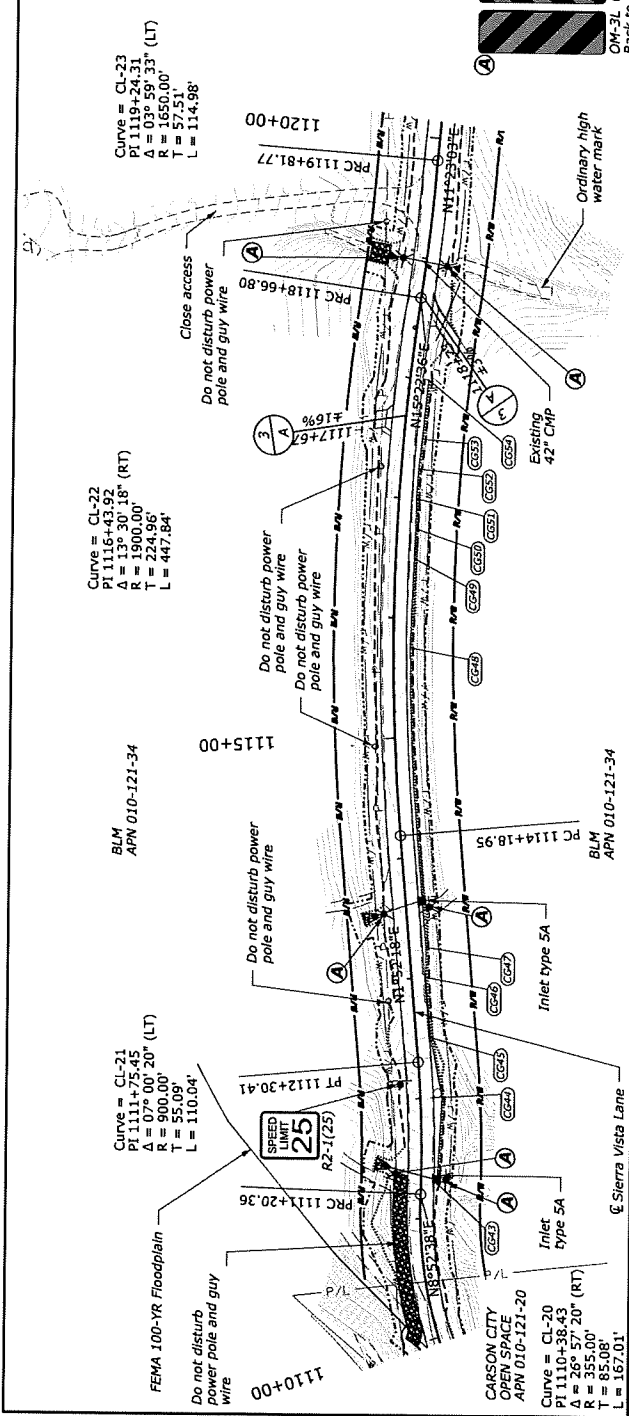
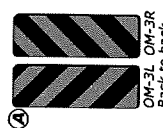
- Notes:
- Where indicated, riprap at culverts shall follow standard detail C 251-50.
 - Protect all existing power poles and guy wires in place. Lane according to pipe size. See permanent pavement marking summary for station ranges.
 - See erosion control sheets for additional information on BMPs.



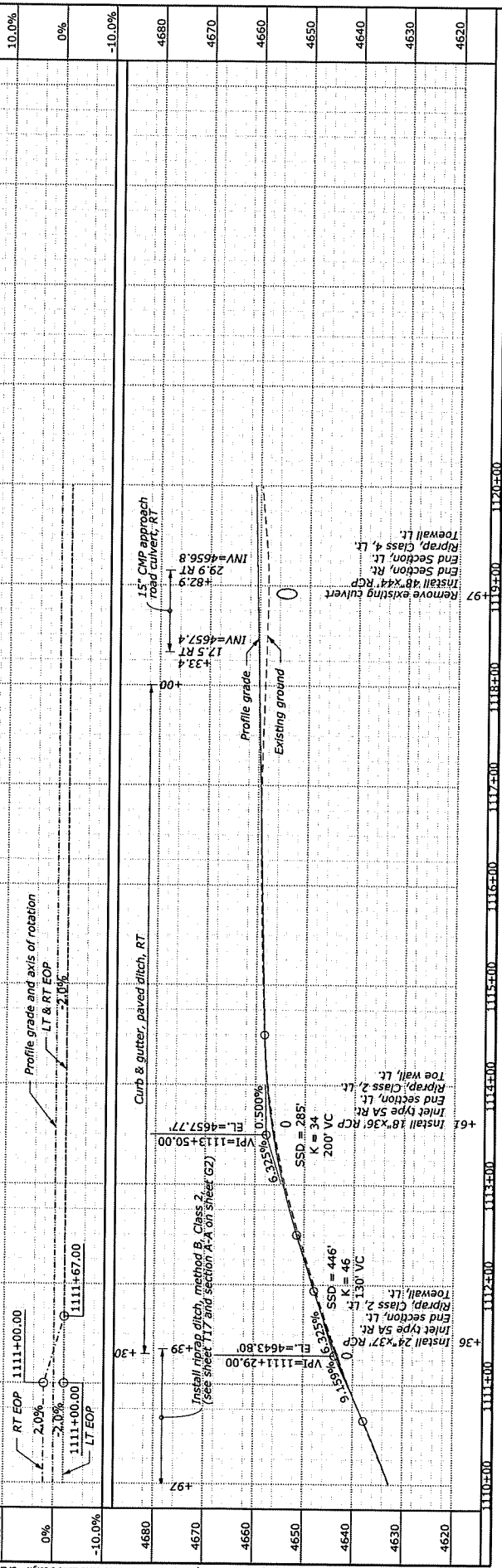


- Notes:
1. Where indicated, riprap at culverts shall follow standard detail C 251-50.
 2. Protect all existing power poles and guy wires in place.
 3. Stripe Sierra Vista Lane according to C 634-50 detail. See permanent pavement marking summary for station ranges.
 4. See erosion control sheets for additional information on BMPs.

POINT No.	Station	Offset	Elevation	Notes
CG44	1113+00	15' R		
CG44	1113+00	15' R		
CG45	1112+50	12' R		
CG46	1113+00	12' R		
CG47	1113+25	14' R		
CG48	1113+25	14' R		
CG49	1113+25	14' R		
CG50	1113+25	16' R		
CG51	1117+00	15' R		
CG52	1117+25	15' R		
CG53	1117+50	16' R		
CG54	1118+00	16' R		



Superelevation Diagram





STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: November 27, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To approve the submission of a Federal Lands Access Program (FLAP) grant application by the Public Works Department for trailhead, roadway, and drainage improvements between the Kings Canyon trailhead and just east of the Canyon Drive and Kings Canyon Road intersection.

Staff Summary: The Nevada Federal Lands Access Program (FLAP) is currently requesting project applications to be submitted no later than December 8, 2017. This program is funded with federal dollars from the Federal Highway Administration (FHWA). The program provides funds for projects that improve access to Federal Lands.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to approve the submission of a Federal Lands Access Program (FLAP) grant application by the Public Works Department for trailhead, roadway, and drainage improvements between the Kings Canyon trailhead and just east of the Canyon Drive and Kings Canyon Road intersection.

Background/Issues & Analysis

The grant application requests approximately \$2,851,900 for improvements to Kings Canyon Road and to expand the existing trailhead located on Forest Service Property. The preliminary estimate of the project is approximately at \$3,002,000. The local match would be approximately \$150,100 and would be funded from the City's RTC Construction Account. The local match is the required 5% match. Project improvements include roadway reconstruction, stormwater improvements, and the expansion of the existing trailhead. Prior to an application being approved, the project determination committee creates a "short-list" for tentatively approved applications. If short-listed, the project will go through a scoping process during which a formal scope of work and refined project estimates are developed.

This section of Kings Canyon Road is in very poor condition, with a pavement index ranging from 17 to 31 on a 100-point scale (100 being the best). In the winter of 2017, dangerous flooding conditions existed near the trailhead and along Kings Canyon Road. The trailhead is significantly undersized for current levels of use, creating roadway obstruction and possible delays to emergency responders in the area.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: To be budgeted in the future.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The local match for the Kings Canyon FLAP grant would be approximately \$150,100 (5%). If approved, the local match and associated expenses will need to be budgeted in fiscal year 2019.

Alternatives

N/A

Supporting Material

Project map and Pictures

Board Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

(Vote Recorded By)

Kings Canyon FLAP Grant Exhibits





Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date:

To: Regional Transportation Commission
From: Curtis Horton, Operations Manager
Date Prepared: September 22, 2017
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of September 2017**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	221	1,331
Street Patching Operation (tons of asphalt)	0	132
Pot Holes Repaired	2	6

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	98	259
Tree Removal	17	24
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	205	1666

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	43.5	125.75
Curb & Gutter (linear feet)	193	724
Sidewalk & Flat Work (sq/ft)	1612	4480
Wheel Chair Ramps	0	2
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	0
Shoulder Work on Asphalt Roads	0	1323
Debris Cleaned	0	0

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	4	18
Lineal foot of ditch cleared	0	119
Pipe Hydro Flushed (linear feet)	0	74
Drainage Inlets Cleaned	83	83
Sediment Removed from Ditches (yards)	4	18

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	330	1452.5
Material Picked Up (yards)	119	553
City Parking Lots Swept	2	5

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	25	58
Bins Hauled for Sweeping Operation (yards)	41	123
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	12
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	16	48
Signs Replaced	15	49
Sign Post Replaced	4	12
Signs Replaced due to Graffiti Damage	6	6
Delineators Replaced	8	29
Cross Walks Painted	85	300
Stop Bars Painted	109	304
Yield Bars Painted	24	147
Right Arrows Painted	12	46
Left Arrows Painted	108	299
Straight Arrows Painted	7	13
Stop (word) Painted	0	46
Only (word) Painted	44	107
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	5	12
Curb Painted (linear feet)	0	0

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Rain Event/Flood Control	1	1
Wind	0	0



Carson City Regional Transportation Commission Request for Commission Information

RTC Meeting Date: November 27, 2017
Time Requested: 10 Minutes
To: Regional Transportation Commission
From: Darren Schulz, Public Works Director
Date Prepared: November 13, 2017
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information

List of Projects

- Carson City Freeway Multi-Use Path (Airport Road)
- Sierra Vista Lane Reconstruction
- Silver Sage Drive Reconstruction
- Pavement Preservation Projects on portions of Arterial & Collector Streets
 - Micro Seals
 - Edmonds Drive/Snyder Avenue
 - West College Parkway
 - Slurry Seals
 - Stewart Street
 - William Street
- CDBG North Carson Street Improvements
- Battery Backup Improvements
- South Carson Street Improvements
- Carson City Freeway Multi-Use Path (Colorado Street)
- North Carson Street Rectangular Rapid Flashing Beacon (near Grocery Outlet)

Carson City Freeway Multi-Use Path (Airport Road)

Project Name: Carson City Freeway Multi-Use Path (Airport Road)

Project Number: 011706 and 011501

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2016-2017 (FY 2017-2018)

Department: Public Works

Total Estimated Cost: \$1,009,211 (95% federally funded)

Project to Date Cost: \$61,000

Project Description

The project consists of the construction of approximately 7,860 linear feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements.

Justification

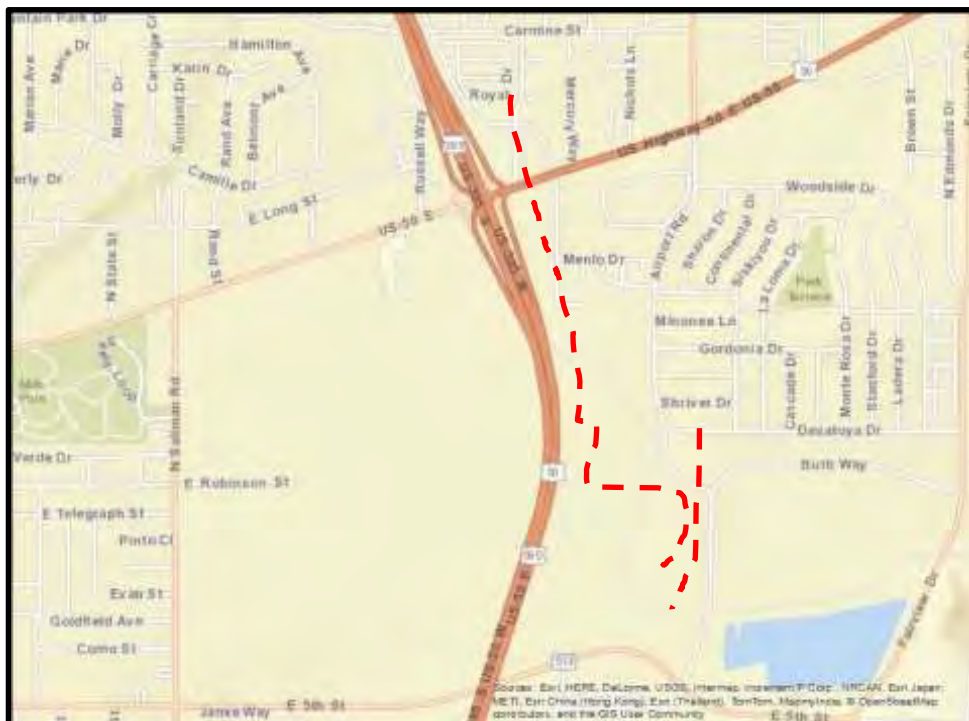
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street.

Status

Preconstruction meeting was held on September 26th and construction will begin on October 9th.



Sierra Vista Lane Reconstruction Project

Project Name: Sierra Vista Lane Reconstruction

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2016-2017 & FY 2017-2018

Department: Public Works

Total Estimated Cost: \$4,553,578 (95% federally funded)

Project to Date Cost: \$57,500

Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving two trailhead-parking areas and will improve drainage facilities.

Justification

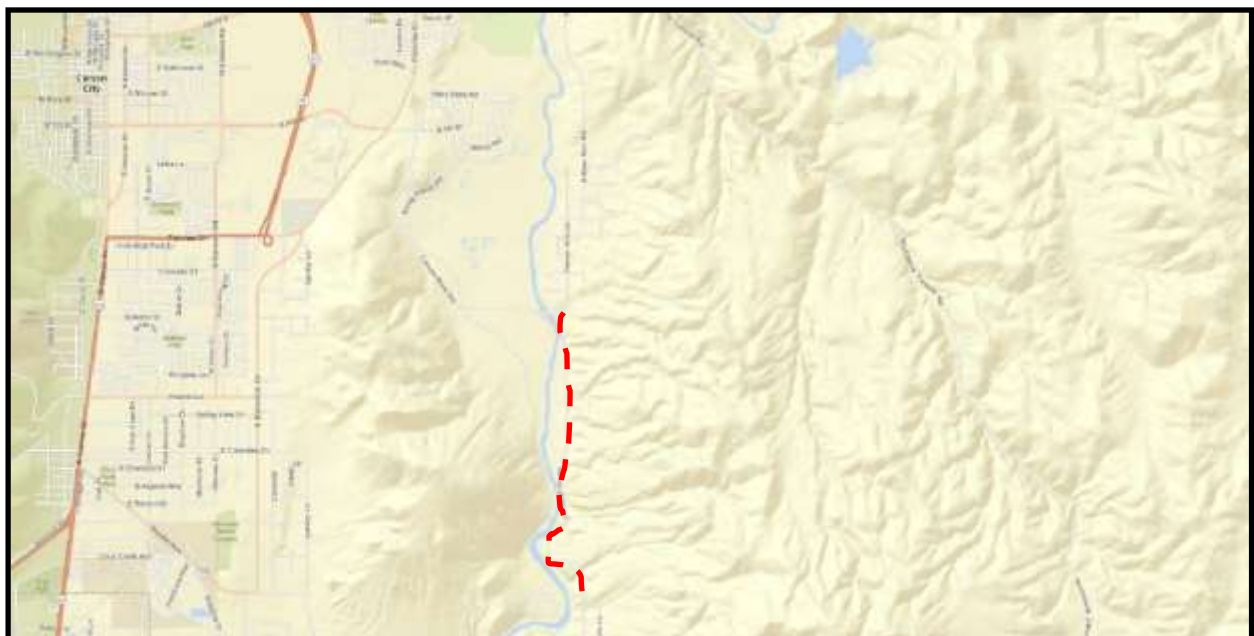
Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane.

Status

Project is out to bid. Right-of-Way for BIA has been received and is being presented at the November 27th meeting. All private property Right-of-Way documentation has been received and will be presented at the November 27th meeting. BLM Right-of-Way is tentatively approved and will be presented to the RTC at the November 27th or December 13th meeting.



Silver Sage Drive Reconstruction Project

Project Name: Silver Sage Drive
Project Number: 031706
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$748,000 (95% federally funded)
Project to Date Cost: \$35,000

Project Description

The improvements to Silver Sage Drive are between Clearview Drive and Roland Street, and include a full reconstruction of the roadway.

Justification

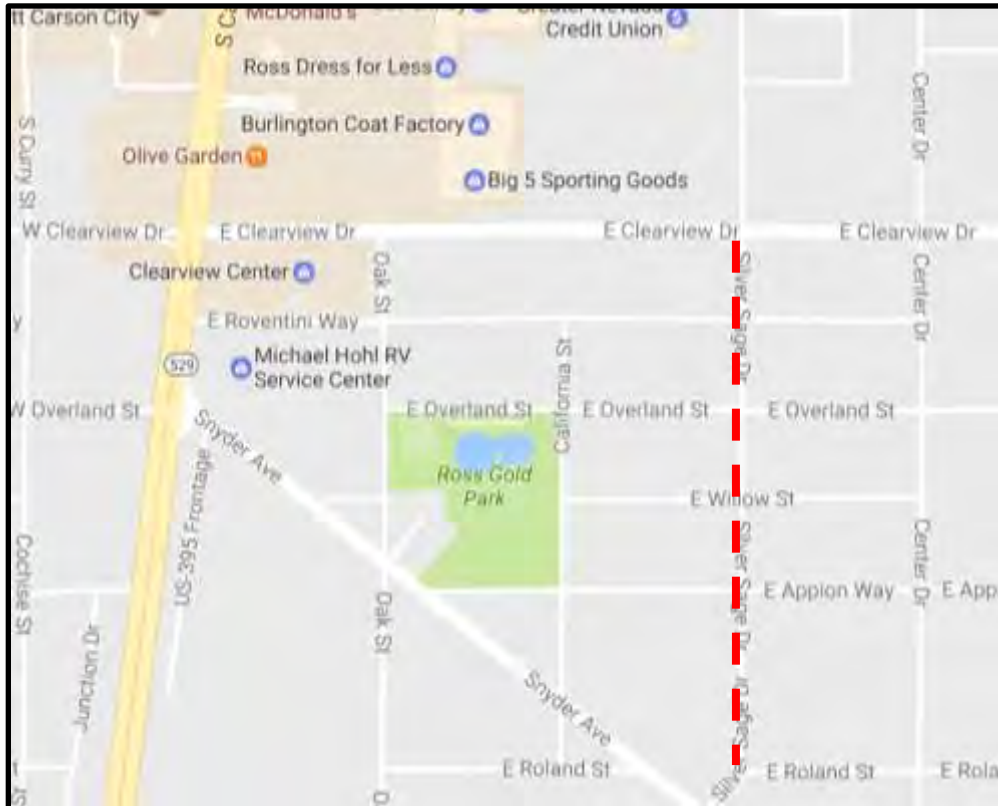
The pavement condition index for this section of roadway is poor and the roadway is a classified as a collector roadway.

Project Location

Silver Sage Drive between Clearview Drive and Roland Street.

Status

Currently working on 90% plans for submittal to NDOT.



Micro Seal Project: Edmonds Drive/Snyder Avenue

Project Name: Edmonds Drive/Snyder Avenue
Project Number: 031709
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$740,000 (includes six projects)
Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Edmonds Drive between Fairview Drive and Snyder Avenue and a portion of Snyder Avenue between Edmonds Drive and Bigelow Drive.

Status

Project is delayed until the Spring.



Micro Seal Project: West College Parkway

Project Name: West College Parkway

Project Number: 031709

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

West College Parkway between Carson Street and North Ormsby Boulevard.

Status

Project is delayed until the Spring.



Slurry Seal Project: Stewart Street

Project Name: Stewart Street

Project Number: 031708

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,007 (includes three projects)

Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Stewart Street between William Street and Carson Street

Status

Project is delayed until the Spring



Slurry Seal Project: William Street

Project Name: William Street

Project Number: 031708

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,007 (includes three projects)

Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

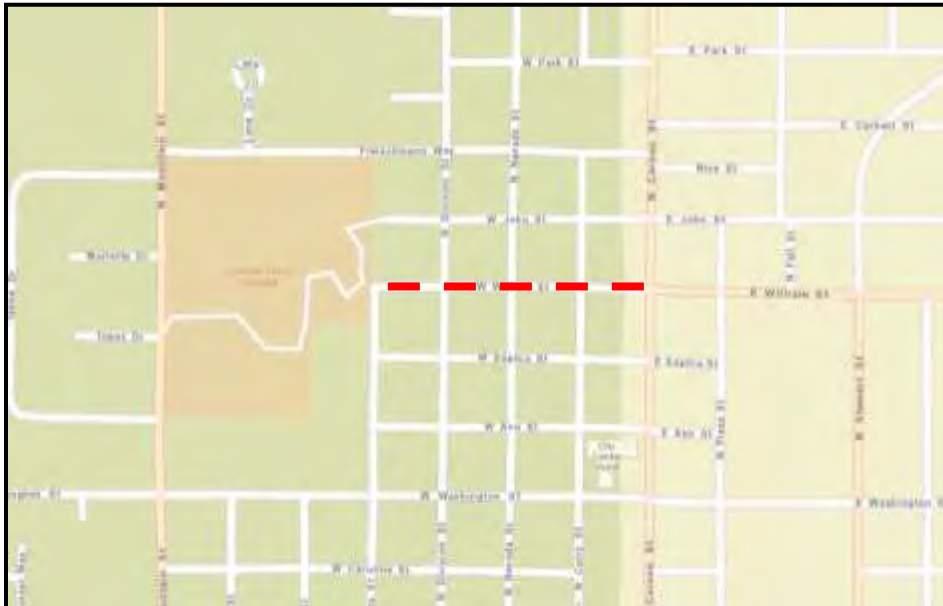
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

William Street between Carson Street and Minnesota Street

Status

Project is delayed until the Spring



CDBG North Carson Street Improvements

Project Name: CDBG North Carson Street Improvements

Project Number: 031710

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$147,871 (100% federally funded)

Project to Date Cost: \$2,000

Project Description

ADA improvements on North Carson Street

Justification

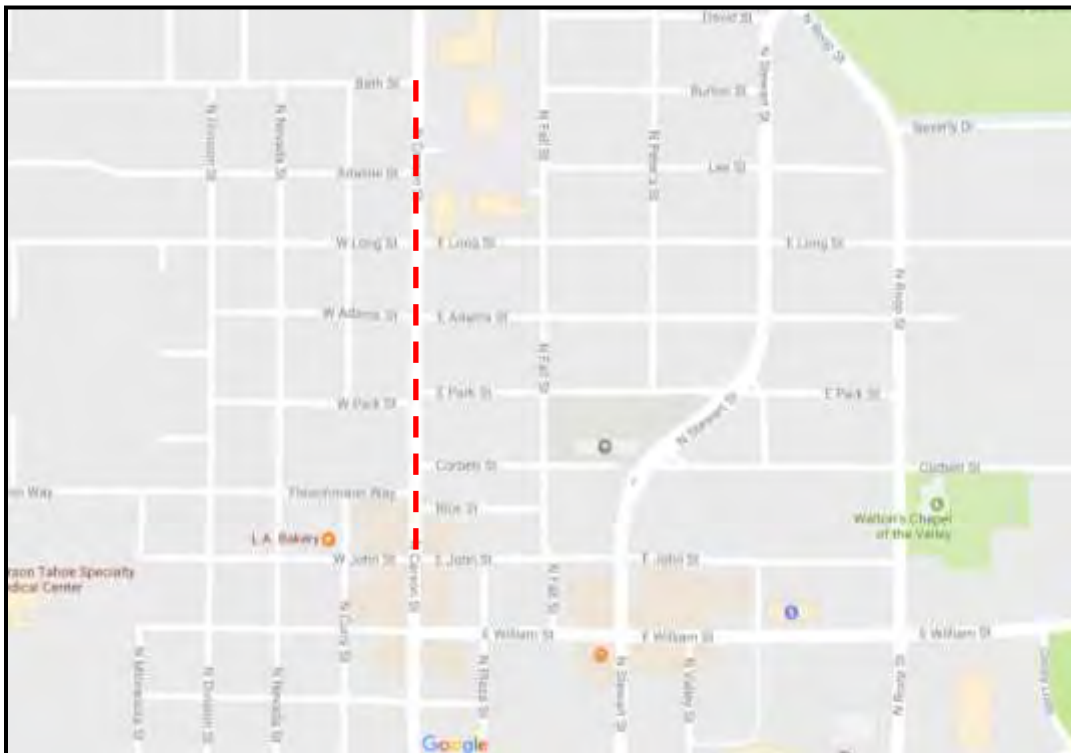
Received CDBG grant award to make ADA improvements

Project Location

Portions of North Carson Street between Bath and John Streets, east side only

Status

Design is complete, bids will open mid-January, and construction will begin in early Spring 2018



Battery Backup Improvements

Project Name: Fiscal Year 2018 Intersection Improvements

Project Number: N/A

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$112,483

Project to Date Cost: \$509

Project Description

Installation of battery backup systems (BBS) and retro-reflective back-plate borders at 12 signalized intersections in Carson City.

Justification

Battery backup systems and retro-reflective back-plate borders will provide increased safety and enhance motorist progression throughout Carson City.

Project Location

- Hwy 50 East and Deer Run Road
- Hwy 50 East and Fairview Drive
- Hwy 50 East and Airport Road
- Hwy 50 East and Lompa Lane
- Hwy 50 East and I-580
- I-580 and College Parkway
- I-580 and Fairview Drive
- US 395 and Clear Creek Road
- US 395 and Clearview Drive
- US 395 and Eagle Station Lane
- US 395 and Koontz Lane
- US 395 and Fairview Drive

Status

Contract to go to RTC board in December.

South Carson Street Bicycle and Pedestrian Improvements

Project Name: South Carson Street Bicycle and Pedestrian Improvements

Project Number: 031711

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$1,178,490 (95% federally funded)

Project to Date Cost: \$10,000

Project Description

Bicycle and pedestrian improvements along South Carson Street corridor between Fifth and Appion Way

Justification

Carson City received a TAP grant for \$750,000 for bicycle and pedestrian improvements, as well as STBG in the amount of \$372,372

Project Location

South Carson Street between Fifth Street and Roland Street (includes portion of the Frontage Road)

Status

Survey work is 90% complete and design is expected to start in January 2018



Carson City Freeway Multi-Use Path (Colorado Street)

Project Name: Carson City Freeway Multi-Use Path (Colorado Street)

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$651,950 (95% federally funded)

Project to Date Cost: \$1,000

Project Description

Construct 4,200 feet of multi-use path and associate improvements

Justification

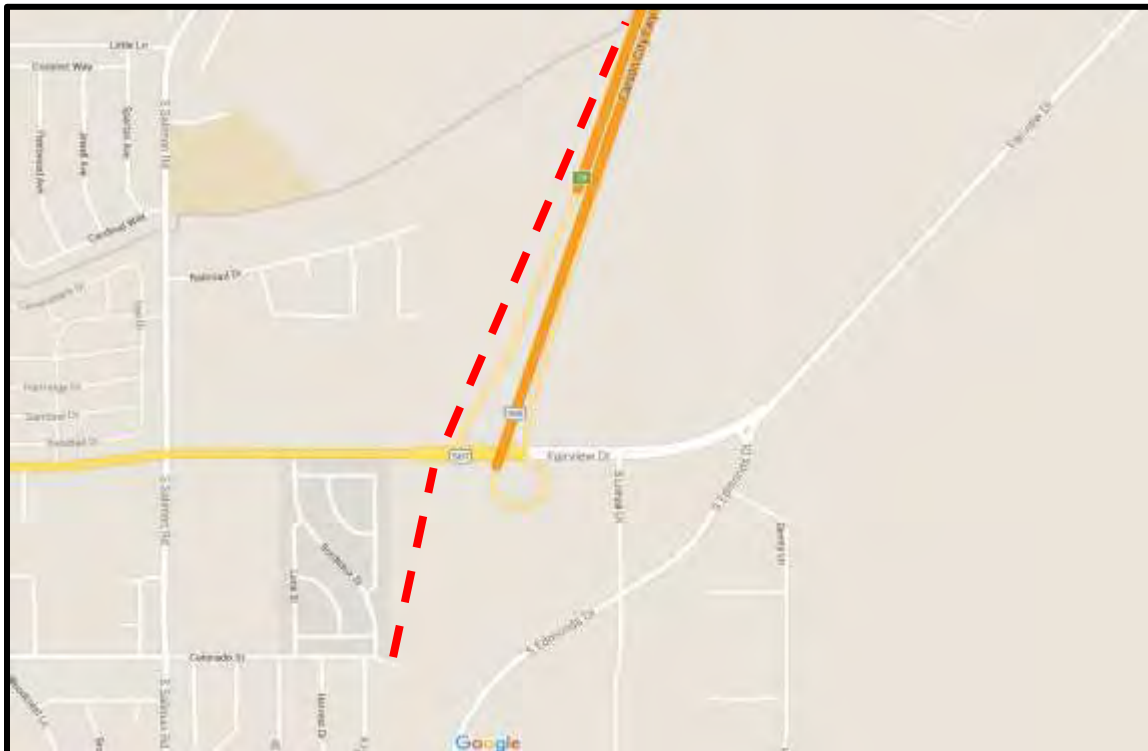
A TAP grant was approved by NDOT

Project Location

West side of I-580 from linear ditch path to Colorado Street

Status

NDOT agreement approved, waiting for the Notice to Proceed with design.



South Carson Street Resurfacing and Complete Streets Project

Project Name: South Carson Street Resurfacing and Complete Streets Project

Project Number: 031801

Fund Number: 257

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$4,100,000

Project to Date Cost: \$1,000

Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Appion Way

Justification

Project Location

South Carson Street between Fifth Street and Roland Street

Status

Survey work is 50% complete and the City is in the process of assembling the design team

