

APN: 034-172-08  
APN: 035-172-17

North Truckee Drain  
Realignment Project  
F & M Properties

Mail Tax Statement to

Grantor at address below  
F&M Properties

2180 Kleppe Lane  
Sparks, NV 89431

APN: 034-172-08  
APN: 034-172-17

When recorded return  
Document to:  
CITY OF SPARKS  
Attn: City Clerk  
431 Prater Way  
Sparks, NV 89431

#### TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 14 day of May, 2013, by and between F & M Properties, A General Partnership, as to Parcel 1 and F & M Properties, a Nevada Partnership as to Parcel 2 hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

#### WITNESSETH:

WHEREAS, F & M Properties, A General Partnership, as to Parcel 1 and F & M Properties, a Nevada Partnership as to Parcel 2 is vested with fee simple title to certain real property situated in the City of Sparks, Washoe County, State of Nevada, and further identified as Assessor's Parcel No.034-172-08 and 034-172-17 and 2180 Kleppe Lane, Sparks, Nevada.

WHEREAS, CITY, is acquiring property rights necessary for the construction of North Truckee Drain Realignment Project in the City of Sparks, Washoe County, State of Nevada ; and

WHEREAS, pursuant to the provisions of NRS 268 and 277 and the Sparks City Charter, CITY may enter into construction, maintenance, and such agreements which will benefit the public; and

WHEREAS, CITY proposes to construct and reconstruct a segment of the North Truckee Drain; and

WHEREAS, the construction and reconstruction of the North Truckee Drain is in the best interest of the public.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I – CITY AGREES:

1. To construct and reconstruct or have constructed or reconstructed a portion of the North Truckee Drain more particularly described as Exhibit "A" and depicted as Exhibit "B" attached hereto, and made a part hereof by reference with said construction and reconstruction to be accomplished by CITY and CITY agree that the term of this agreement shall be five (5) years commencing on the 14 day of May, 2013, and terminating on the 13 day of May, 2018, unless extended in writing by the parties.

2. To leave that portion of said tract of land upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to OWNERS which the CITY, may remove or relocate in order to construct or reconstruct the North Truckee Drain in their original condition and position as is reasonably possible.

3. To indemnify, and hold harmless and defend OWNERS from any liability, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of CITY, its employees or agents arising by reason of any use or condition of the premises.

ARTICLE II – OWNERS AGREE:

1. To grant permission to CITY, and to its authorized Agents and Contractors, for entry upon OWNERS land described as a portion of APN: 034-172-08 and APN: 034-172- 17 as more particularly designated as Exhibits "A" and depicted on Exhibit "B" attached hereto for the purposes herein stated.

2. To indemnify, hold harmless and defend CITY, from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of Owners or its employees or agents arising by reason of any use or condition of the premises.

ARTICLE III - MUTUALLY AGREED:

1. CITY shall be responsible for the maintenance of the improvement after construction.

2. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this agreement.

3. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

4. 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.

5. The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to undertake the duties and obligations set forth herein.

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

F & M Properties, General Partnership as to Parcel 1

By: Edd May 5/14/13  
Date:

F& M Properties, a Nevada Partnership, as to Parcel 2

By: Edd May 5/14/13  
Date:

City of Sparks

By: Neil C. Krutz Date 5/7/13  
Neil C. Krutz  
Deputy City Manager

APPROVED AS TO FORM

By: \_\_\_\_\_  
Shirle T. Eiting  
Sr. Assistant City Attorney

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-172-08**

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An easement over and across a portion of Lot 5, Block A of Tact Map Number 1901 of the Official Records of Washoe County, Nevada, situate within the Southeast One-quarter (1/4) of Section 11, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

**Beginning** at the Northeasterly corner of the aforementioned Lot 5 thence along the Easterly Line of said Lot 5 South  $17^{\circ}15'41''$  West a distance of 164.06 feet; thence departing said Easterly line North  $72^{\circ}44'26''$  West a distance of 116.16 feet; thence North  $17^{\circ}15'41''$  East a distance of 128.52 feet to the Northerly line of said Lot 5; thence along said Northerly line South  $89^{\circ}45'16''$  East a distance of 121.48 feet more or less to the **True Point of Beginning**.

Containing 16,993 square feet of land more or less.

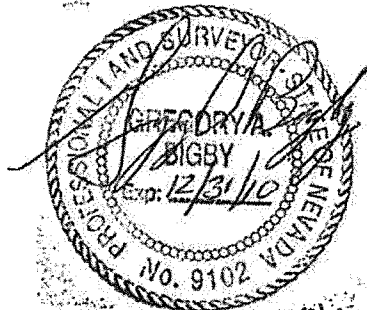
See Exhibit Map B attached hereto and made a part of this description by reference.

The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

Bigby and Associates, Inc.  
960 Matley Lane #35  
Reno, Nevada 89502

Gregory A. Bigby, P.L.S. 9102



11-05-2010

F&M PROPERTIES  
APN 34-172-17  
PARCEL 2 PM #2263  
RDS 2586

S89°45'16"E

121.48'

N17°15'41"E  
128.52'

TEMPORARY  
CONSTRUCTION  
EASEMENT

±16,993 Sq.Ft.

116.16'  
N72°44'26"W

164.06'

S17°15'41"W

PARCEL D  
SLOPE EASEMENT PM 2717

GREG STREET

F&M PROPERTIES  
APN 34-172-08  
BLOCK A LOT 5, TM #1901



NOT TO SCALE

**B** **BIGBY AND ASSOCIATES, INC**  
960 MATLEY LANE #35  
RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 04-02-12 **EXHIBIT MAP B**  
CITY OF SPARKS - FM PROPERTIES APN 34-172-08  
TEMPORARY CONSTRUCTION EASEMENT

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-172-17**

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A temporary construction easement over and across a portion of Parcel 2 as shown on Record of Survey Map No. 2586 of the Official Records of Washoe County, Nevada, Assessor's Parcel Number 34-172-17 situate within the Southeast One-quarter (1/4) of Section 11, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

**Beginning** at the Northeasterly corner of the aforementioned Parcel 2; thence along the Easterly line of said Parcel 2 South  $17^{\circ}15'41''$  West a distance of 249.98 feet to the Southeasterly corner of said Parcel 2; thence departing said easterly line and along the southerly line of said Parcel 2 North  $89^{\circ}45'16''$  West a distance of 121.48 feet; thence departing said Southerly line North  $17^{\circ}15'41''$  East a distance of 249.98 feet to a point on the Northerly line of said Parcel 2; thence along said Northerly line South  $89^{\circ}45'16''$  East a distance of 121.48 feet more or less to the **True Point of Beginning**.

Containing 29,038 square feet of land more or less.

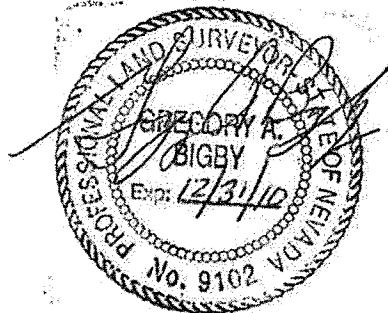
See Exhibit Map B attached hereto and made a part of this description by reference.

The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

Bigby and Associates, Inc.  
960 Matley Lane #35  
Reno, Nevada 89502

Gregory A. Bigby, P.L.S. 9102



11-05-2010

JEROME D. JR &  
BETH A. KRUG  
APN 34-172-19  
PARCEL 2 PM #2717

S89°45'16"E  
121.48'

F&M PROPERTIES  
APN 34-172-17  
PARCEL 2  
RDS #2586

N17°15'41"E  
249.98'

TEMPORARY  
CONSTRUCTION  
EASEMENT

S17°15'41"W  
249.98'

PARCEL D  
SLOPE EASEMENT PM 2717

N89°45'16"W  
121.48'

GREG STREET



NOT TO SCALE



**BIGBY AND ASSOCIATES, INC**

960 MATLEY LANE #35  
RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 03-01-12

**EXHIBIT MAP B**

CITY OF SPARKS - F&M PROPERTIES APN 34-172-17  
TEMPORARY CONSTRUCTION EASEMENT