



July 10, 2013

Peavine Leasing, LLC
P.O. Box 2244
Sparks, Nevada 89432

**RE: Letter Presenting Written Offer
North Truckee Drain Realignment Project
APN: 034-171-27**

Dear Mr. Faretto:

The City of Sparks (SPARKS) is acquiring easements necessary for the construction of the North Truckee Drain Realignment Project in the City of Sparks (SPARKS), Washoe County, Nevada.

Public records indicate that Peavine Leasing, LLC, is the owner of a parcel of land, a portion of which is needed for the construction of this project. With this letter, the CITY is offering to purchase those portions of your property described in the enclosed Summary Appraisal. The CITY'S total offer is \$13,291.00. Our offer is for a Temporary Construction Easements

This value has been determined by a qualified professional appraiser, and is based upon the Fair Market Value of your property. The appraised value has been reviewed by an independent Reviewing Appraiser to insure that you are receiving Just Compensation for your property. The basis for the value set forth is summarized on the enclosed Appraisal Summary.

If you have any questions concerning the project, the right-of-way plans or the acquisition details previously discussed with you, please contact me by phone at (775) 353-2304 or David Vill, Contract Real Property Agent for the CITY at (775) 353-1669 or via email at dvill@cityofsparks.us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Neil C. Krutz'.

Neil C. Krutz, P.E.
Deputy City Manager

APPRAISAL SUMMARY STATEMENT

CITY OF SPARKS

Owners: PEAVINE LEASING, LLC, a Nevada Limited Liability Company

Property Address: 2332 Larkin Circle, in the City limits of Sparks, Washoe County, Nevada.

Zoning: I (Industrial)

Total Property Area: APN: 034-171-27 – 4.575 Acres (199,287SF)

Present Use: Construction yard, office and service facility.

Highest and Best Use: Surface parking/industrial storage until demand warrants Industrial development consistent with the character of the neighborhood.

Date Owner Acquired: 2/27/03

Consideration Paid by Owner: N/A

Interest to be Acquired: 1 Temporary Construction Easement

Explain: The Project will enclose the North Truckee Drain, for slightly more than one mile, in concrete box culverts to reduce flood elevations in the neighborhood. Permanent Easements and Temporary Construction Easements will be acquired from property owners along the path of the open ditch.

Description of real property to be acquired, including improvements

APN: 034-171-27 (2332 Larkin Circle)

Parcel 034-171-27 is a 4.575 acre (199,287 SF) improved parcel with a 4,320 SF office building and an associated 12,300 SF metal service building. The remainder of the site is graded, paved or landscaped and used for storage of equipment and materials. The subject property will be affected by a Five (5) Years 6,925 SF Temporary Construction Easement along the property's southern boundary where it abuts an adjoining property.

Five (5) Years Temporary Construction Easement (6,925 SF)

Appraised value/compensation set at:

\$13,291.00

Recommended value/compensation for Temporary Construction Easement. \$13,291.00

The Market Value of the property being purchased is based on a valuation prepared in accordance with accepted Federal Highway Administration (FHWA) procedures. Valuation of your property is based on an analysis of recent sales of similar property in this locality.

This Summary of the basis of the amount offered as Just Compensation is presented in compliance with Federal and State law. The amount is based on the Market Value of the property and has been derived from a formal Appraisal and Appraisal Review prepared for the City of Sparks considering applicable valuation techniques.

July 10, 2013

Mr. Chris Gabica
Sentinel Landscape, LLC
7705 Security Circle
Reno, NV 89506

**RE: North Truckee Drain Realignment Project
Accepted Proposal – Tree Replacement - Peavine Leasing**

Dear Mr. Gabica:

Enclosed please find returned an accepted Proposal to acquire and install replacement trees for Peavine Leasing, located at 2332 Larkin Circle, Sparks, Nevada. The Proposal has been accepted and signed by John Martini, City Engineer. Please be advised the City accepts your Proposal, include the paying of Washoe County Prevailing Wages, for a total Proposal amount of \$8515.00.

Phase I of the North Truckee Drain Alignment Project, which includes the Peavine Leasing property located at 2332 Larkin Circle, has not yet been scheduled for construction. I will provide construction scheduling information as the City moves forward with this Project.

Please contact me at (775) 353-1669 or via email at dvill@cityofsparks.us should you have questions or comments.

Sincerely,

David Vill
Real Property Agent

Cc: Andy Hummel, Utility Manager
Mike Faretto, Peavine Leasing

ENCL.



PROPOSAL

<u>To:</u> David Vill @ City of Sparks	<u>Phone:</u> 775-353-1669	<u>Fax:</u>	<u>Date:</u> June 28, 2013
<u>Address:</u> 2332 Larkin Circle	<u>City, State, Zip Code:</u> Sparks, Nevada 89431	<u>Job Name:</u> Peavine Construction Tree Replacement	
<u>Location:</u> Washoe County	<u>Architect:</u>	<u>Date of Plans:</u>	

Acceptance of this proposal means Sentinel Landscape, LLC is to perform all, not part, of the estimated work. We hereby submit specifications and estimates as follows:

Scope of Work

Inclusions:

-Provision and installation of:

- 1 Sunburst Locust 3.5" caliper
- 4 Austrian Black Pines 10-12' height
- 1 Flowering Plum Tree 2.5" caliper
- 2 Raywood Ash Trees 2.5" caliper
- 1 Sycamore 3.5" caliper
- 1 Giant Sequoia 10-12 height

-Price includes planting trees to industry standard, staking, backfilling with mixture of native existing soil and amending with nitrogen enriched humus, and application of slow release fertilizer tabs

Regular Wages.....\$6990.00
2013 Washoe County Prevailing Wage rates.....\$8515.00

Exclusions:

- Provision or repair of existing irrigation by others
- If irrigation is not installed following tree installation, 1 year growth warranty is void

PROPOSED PRICE IS: \$See Above

Thank you for this opportunity

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made 30 days from billing date.

Payment Terms – Payment terms are as follows; If payment is not made within 30 days from the billing date, interest shall accrue on the unpaid amount at the rate of 1 ½% per month or at the maximum rate allowed by law. Additionally, to the extent Sentinel Landscape LLC is required to incur any costs to collect any such unpaid amounts, all collection costs, expenses and fees, including, but not limited to, attorney's fees, court costs, and other legal expenses and costs, actually incurred by Sentinel Landscape LLC shall be awarded to Sentinel Landscape LLC, and paid by the party accepting this proposal.

Authorized **Chris Gabica**

Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Signature *Cal G/G*

Date 9/9/13

North Truckee Drain
Realignment Project
Peavine Leasing, LLC
APN: 034-171-27

TEMPORARY CONSTRUCTION EASEMENT
CITY OF SPARKS

THIS AGREEMENT, entered into this 11th day of June, 2013, by and between PEAVINE LEASING, LLC, a Nevada Limited Liability Company, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, Peavine Leasing, LLC, a Nevada Limited Liability Company, 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.034-171-27 and as 2332 Larkin Circle, Sparks, Nevada.

WHEREAS, CITY, is acquiring Temporary Construction Easements necessary for the construction of the 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 11th day of June, 2013, and terminating on the 10th day of June, 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.

A. Should the removing or relocation of the fencing along the south side of the OWNERS tract of land CITY agrees to replace the fence with a similar fence, at the sole cost and expense of the CITY.

B. Should the construction activities require the relocation or damage the existing trees located along the south side of the Owners tract of land, CITY has an Agreement with Sentinel Landscape, LLC, a copy of which has been provided to Peavine Leasing, LLC, to purchase and install replacement trees, at the sole cost and expense of the CITY.

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: 034-171-27 as more particularly designated as Exhibit "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.

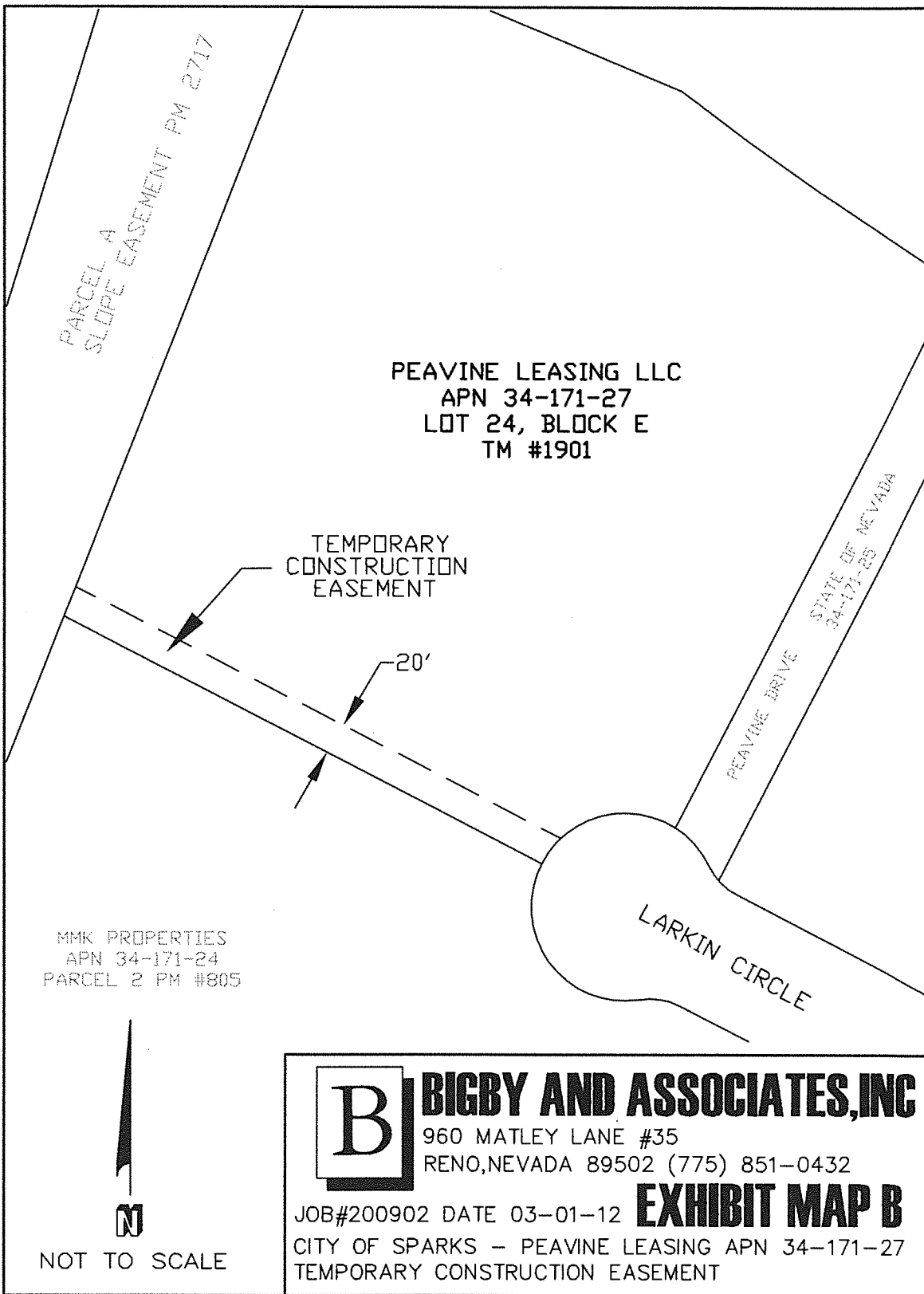
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Peavine Leasing, LLC, a Nevada Limited Liability Company

By: Mike Fautts Date: 6-11-13

City of Sparks
By: Neil C. Krutz
Neil C. Krutz
Deputy City Manager

APPROVED AS TO FORM
By: Shirley T. Eiting
Shirley T. Eiting
Sr. Assistant City Attorney





June 20, 2013

John Phillips, President
Peterbilt Truck Parts & Equipment, LLC
2272 Larkin Circle
Sparks, Nevada 89431

RE: Letter Presenting REVISED Written Offer – North Truckee Drain Realignment Project - APN: 034-177-04 and APN: 034-171- 33

Dear Mr. Phillips:

The City of Sparks (SPARKS) is acquiring Easements necessary for the construction of the North Truckee Drain Realignment Project in the City of Sparks, Washoe County, Nevada.

Public records indicate that John B. Phillips and Bonnie A. Phillips, Trustees of the Phillips Revocable Trust of 1998 are the owners of parcels of land, portions of which are needed for the construction of this project. With this letter, SPARKS is offering to acquire Easements for those portions of your property described in the enclosed Summary Appraisal Statement. SPARKS offer includes the sum of \$ 24,505.00 for the Permanent Storm Drain Pipeline Easement, \$81,755.00 for two (2) Five (5) Year Temporary Construction Easements, and \$24,000.00 for the relocation of your Tenants. SPARKS total offer is \$128,072.00 for the Easements to construct the North Truckee Drain Realignment Project.

This value has been determined by a professional Appraiser, and is based upon the Fair Market Value of your property. The appraised value has been reviewed by an independent Review Appraiser to insure that you are receiving Just Compensation for your property. The basis for the value set forth is summarized on the enclosed Appraisal Summary Statement.

If you have any questions concerning the project, the construction plans, or acquisition details previously discussed with you, please contact me by phone at (775) 353-2304 or David Vill, Contract Real Property Agent for SPARKS at (775) 353-1669 or via email at dvill@cityofsparks.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neil C. Krutz".

Neil C. Krutz, P.E.
Deputy City Manager

APPRAISAL SUMMARY STATEMENT

City of Sparks

Owner: JOHN B. PHILLIPS AND BONNIE A. PHILLIPS, TRUSTEES OF THE PHILLIPS REVOCABLE LIVING TRUST OF 1998.

Property Address: 2265 Larkin Circle and 2272 Larkins Circle, both in the City limits of Sparks, Washoe County Nevada.

Zoning: I (Industrial)

Total Property Area: APN: 034-171-33 – 7.082 Acres (308,492 SF)
APN: 034-177-04 – 5.892 Acres (256,656 SF)

Present Use: General Industrial

Highest and Best Use: General Industrial

Date Owner Acquired: 2009

Consideration Paid by Owner: N/A

Interest to be Acquired: 1 Permanent Easement

2 Temporary Construction Easement

Explain: The Project will enclose the North Truckee Drain, for slightly more than one mile, in concrete box culverts to reduce flood elevations in the neighborhood. Permanent Easements and Temporary Construction Easements will be acquired from property owners along the path of the open ditch.

Description of real property to be acquired, including improvements

Parcel A: APN: 034-171-33 (2272 Larkin Circle)

Parcel 034-171-33 is a 7.082 acre parcel; 308,492SF improved parcel with a 20,402 SF warehouse/parts distribution facility, associated storage building, paving and fencing.

Permanent Drainage Easement (11,532 SF)

Appraised value set at: \$24,505.00

Five year Temporary Construction Easement (38,790SF)

Appraised value set at: \$57,250.00

Recommended value/compensation for Permanent Drainage Easement and associated access and Temporary Construction Easement.

\$81, 755.00

Parcel B: APN: 034-171-04 (2265 Larkin Circle)

Parcel 034-171-04 is a 5.891 acre; 256,612SF improved parcel with a 50,527 SF truck service facility with associated paving and fencing.

Five year Temporary Construction Easement (11,669SF)

Appraised value/compensation set at: \$22,317.00

Recommended value/compensation for Temporary Construction Easement

\$22,317.00

Administrative Settlement For Temporary Tenant Relocations

\$24,000.00

Recommended value/compensation for Permanent Drainage Easement and associated access and Temporary Construction Easement for both Parcel A and Parcel B.

\$128,072.00

The market value of the property being purchased is based on a valuation prepared in accordance with accepted federal Highway Administration (FHWA) procedures. Valuation of your property is based on an analysis of recent sales of similar property in this locality.

This summary of the basis of the amount offered as just compensation is presented in compliance with Federal and state law. The amount is based on the market Value of the property and has been derived from a formal appraisal and an appraisal review prepared for the City of Sparks considering applicable valuation techniques.

APN: 034-171-33

Mail Tax Statement to
Owners at Address below
John B. Phillips and
Bonnie Phillips
825 Navy Drive
Stockton, CA 95206

When recorded, return
Document to:
CITY OF SPARKS
Attn: City Clerk
431 Prater Way
Sparks, NV 8931

GRANT OF PERMANENT EASEMENT
For
THE NORTH TRUCKEE STORM DRAIN FACILITIES

THIS AGREEMENT, made and entered into this 5th day of AUGUST, 2013,
by and between, John B. Phillips, and Bonnie A. Phillips, Trustees of the Phillips Revocable Trust of
1998 (collectively "OWNERS") and CITY OF SPARKS a municipal corporation, (hereinafter
referred to as "CITY").

WITNESSETH:

WHEREAS, John B. Phillips and Bonnie A. Phillips, Trustees are 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. 034-171-33;

WHEREAS, CITY, is acquiring this Permanent Easement for constructing, installing,
altering, maintaining, repairing, improving, and operating the North Truckee Storm Drain
Facilities in the City of Sparks, Washoe County, State of Nevada; and

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

WHEREAS, CITY has constructed or proposes to construct a segment of the North
Truckee Storm Drain Facilities on the OWNERS property; and

WHEREAS, the construction of the North Truckee Storm Drain Facilities is in the best
interest of the public; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants

herein contained, the following permanent easement is hereby granted to the CITY:

OWNERS AGREE:

1. OWNERS, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by CITY, and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant to CITY its successors, assigns and agents, a Permanent and non-exclusive Easement (including ingress and egress) over, under, and upon the OWNERS' property, APN: 34-171-33, to access the "North Truckee Storm Drain Facilities" as the easement is described in Exhibit "A" and as depicted in Exhibit "B" for the purpose of constructing, reconstructing, installing, altering, maintaining, repairing, improving, and operating the "North Truckee Storm Drain Facilities" including, but not limited to, underground or above ground storm drain manholes, junctions, inlets, outlets, channels, culverts, ditches, pumping stations, drainage slopes, or other storm drain, and any other convenient appurtenances connected therewith collectively "North Truckee Storm Drain Facilities."

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.

3. OWNERS shall not erect or construct, nor permit to be erected or constructed any buildings, fences or permanent structures, nor permit any activity which in the reasonable judgment of CITY is inconsistent with CITY'S use of said Easement area.

4. CITY and any of its officers, employees, or contractors may enter the "North Truckee Storm Drain Facilities" easement and perform all construction and maintenance work necessary to accomplish all the purposes of establishing, cleaning, improving, expanding and operating storm drainage facilities, even if such requires the removal of trees, shrubs, landscaping, or improvements on the easement area. This grant as described in Exhibit "A" shall burden and run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

CITY AGREES:

1. CITY, its successors, assigns, and agents, shall be responsible for restoration and/or remedy of any damage to personal property or improvements, suffered by OWNERS by reason of CITY constructing, altering and inspecting said "North Truckee Storm Drain Project Facilities."

2. To indemnify, hold harmless and defend OWNER, 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 CITY or its employees or agents arising by reason of any use or condition of the premises.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of OWNERS and CITY.

IN WITNESS WHEREOF, OWNERS have caused these presents duly to be executed the day and year first above written.

John B. Phillips and Bonnie A. Phillips, Trustees of the Phillips Revocable Trust of 1998

By: *John B. Phillips*
John B. Phillips, Trustee

By: *Bonnie A. Phillips*
Bonnie A. Phillips, Trustee

This instrument was acknowledged before me, a Notary Public, on this 5th day of AUGUST, 2013, by John B. Phillips and Bonnie A. Phillips, Trustees of the Phillips Revocable Trust of 1998.

David R. Vill
Notary Signature



EXHIBIT A
STORM DRAINAGE EASEMENT
LEGAL DESCRIPTION
APN 34-171-33

A storm drainage easement over and across a portion of Parcel B as shown on Parcel Map No. 2285 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-33 situate within the Southwest One-quarter (1/4) of Section 11 and the Southwest One-quarter (1/4) of Section 12, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the Southwesterly corner of the aforementioned Parcel B thence along the Southerly line of said Parcel B South 62°40'00" East a distance of 88.22 feet to the beginning of a tangent curve to the right; thence continuing along said Southerly line through a central angle of 18°41'53" with a radius of 240.00 feet, an arc distance of 78.32 feet to the Beginning; thence departing said Southerly line South 62°40'00" East a distance of 165.36 feet to the beginning of a non-tangent curve; thence from a radial line which bears North 17°03'29" East curving to the left with a radius of 540.50 feet, through a central angle of 09°48'50", with an arc distance of 92.58 feet to a point on the Easterly line of said Parcel B; thence along said Easterly line South 44°55'37" West a distance of 74.34 feet to the beginning of a non-tangent curve; thence departing said Easterly line from a radial bearing which bears North 09°32'57" East curving to the right through a central angle of 24°44'32" of a 322.00 foot radius, with an arc distance of 139.05 feet to a non-tangent reverse curve on the aforementioned Southerly line of said Parcel B; thence along said Southerly line from a radial bearing which bears South 73°00'57" West curving to the left through a central angle of 26°59'04" of a 240.00 foot radius, with an arc distance of 113.03 feet more or less to the True Point of Beginning.

Containing 11,532 square feet of land more or less.

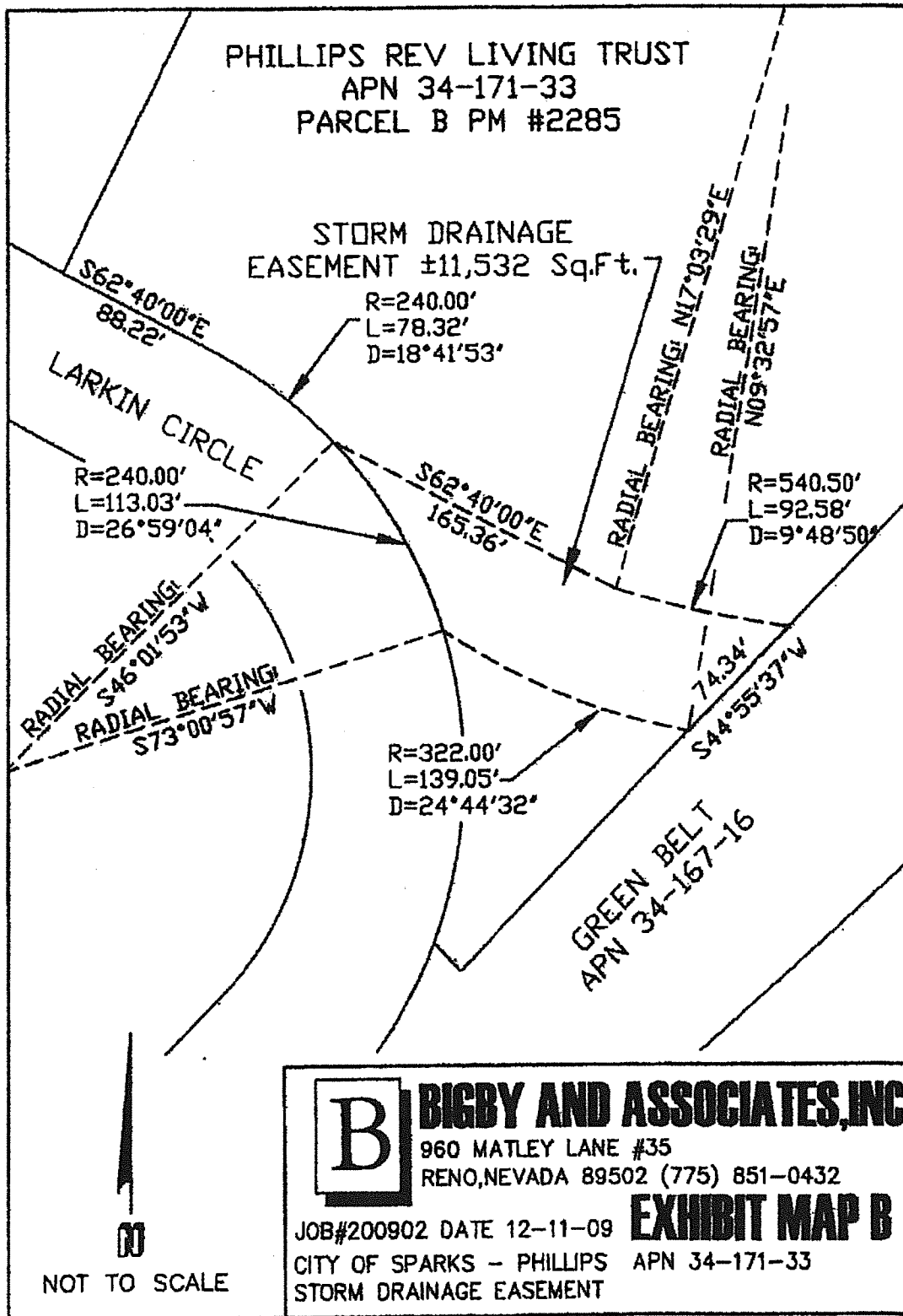
See Exhibit Map B attached hereto and made a part of this description by reference.

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

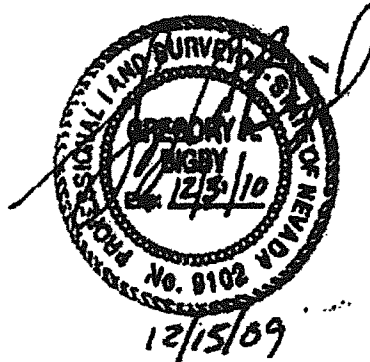


Parcel name: SD APN 34-171-33

North: 14865645.8956 East : 2311221.8609
Line Course: S 62-40-00 E Length: 165.36
North: 14865569.9663 East : 2311368.7615
Curve Length: 92.58 Radius: 540.50
Delta: 9-48-50 Tangent: 46.40
Chord: 92.47 Course: S 77-50-56 E
Course In: N 17-03-29 E Course Out: S 07-14-39 W
RP North: 14866086.6887 East : 2311527.3120
End North: 14865550.5031 East : 2311459.1561
Line Course: S 44-55-37 W Length: 74.34
North: 14865497.8709 East : 2311406.6579
Curve Length: 139.05 Radius: 322.00
Delta: 24-44-32 Tangent: 70.63
Chord: 137.97 Course: N 68-04-47 W
Course In: N 09-32-57 E Course Out: S 34-17-29 W
RP North: 14865815.4091 East : 2311460.0758
End North: 14865549.3782 East : 2311278.6604
Curve Length: 113.03 Radius: 240.00
Delta: 26-59-04 Tangent: 57.58
Chord: 111.99 Course: N 30-28-35 W
Course In: S 73-00-57 W Course Out: N 46-01-53 E
RP North: 14865479.2724 East : 2311049.1279
End North: 14865645.8958 East : 2311221.8607

Perimeter: 584.3631 Area: 11,532 sq. ft. 0.26 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0003 Course: N 45-43-44 W
Error North: 0.00021 East : -0.00022
Precision 1: 1,947,878.6667



North Truckee Drain
Realignment Project
John B. Phillips and
Bonnie A. Phillips
APN: 034-177-04

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 5th day of AUGUST, 2013, by and between John B. Phillips and Bonnie A. Phillips Trustees of the Phillips Revocable Trust of 1998, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, John B. Phillips and Bonnie A. Phillips, Trustees are 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. 034-177-04,

WHEREAS, CITY, is acquiring a Temporary Construction Easement necessary for the construction or reconstruction of the North Truckee Storm Drain Facilities in the City of Sparks, Washoe County, State of Nevada ; and

WHEREAS, pursuant to the provisions of NRS 268 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 or reconstruct a segment of the North Truckee Storm Drain Facilities; and

WHEREAS, the construction and reconstruction of the North Truckee Storm Drain Facilities 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, reconstruct, or have constructed or reconstructed a portion of the North Truckee Storm Drain Facilities in the area more particularly described in Exhibit "A" and as depicted in Exhibit "B" attached hereto, and made a part hereof by reference with said construction or reconstruction to be accomplished by CITY and CITY agrees that the term of this agreement shall be Five (5) Years commencing on the 5th day of AUGUST, 2013, and terminating on the 4th day of AUGUST, 2018, unless extended in writing by the parties.

2. To leave that portion of said tract of land as described in Exhibit "A" and as depicted in Exhibit "B" upon which entry is required and all fences, structures and other property, which the CITY may remove or relocate in order to construct or reconstruct the North Truckee Storm Drain Facilities, in as functionally operational, neat and presentable condition as existed prior to such entry.

3. To indemnify, and hold harmless and defend OWNER 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, to enter upon OWNERS' land described as portions of APN: 034-177-04 as more particularly designated as Exhibit "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 North Truckee Storm Drain Facilities 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.

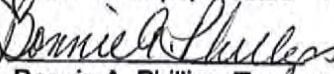
5. The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

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.

John B. Phillips and Bonnie A. Phillips, Trustees of the
Phillips Revocable Living Trust of 1998.

By:  Date: 8-5-13
John B. Phillips, Trustee

By:  Date: 8-5-13
Bonnie A. Phillips, Trustee

City of Sparks

By:  Date: 8/7/13
Neil C. Krutz, P.E.
Deputy City Manager

APPROVED AS TO FORM

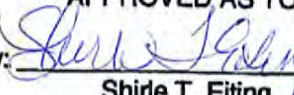
By:  Date: 8-5-13
Shirle T. Eiting
Sr. Assistant City Attorney

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN 34-177-04

An easement being twenty (20) feet in width over and across a portion of Parcel D-1 as shown on Tract Map No. 4731 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-177-04 situate within the Southeast One-quarter (1/4) of Section 11 and the Southwest One-quarter (1/4) of Section 12, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Said easement consisting of the Northerly twenty (20) feet of the aforementioned Parcel D-1, measured at right angles to the North line of said real property.

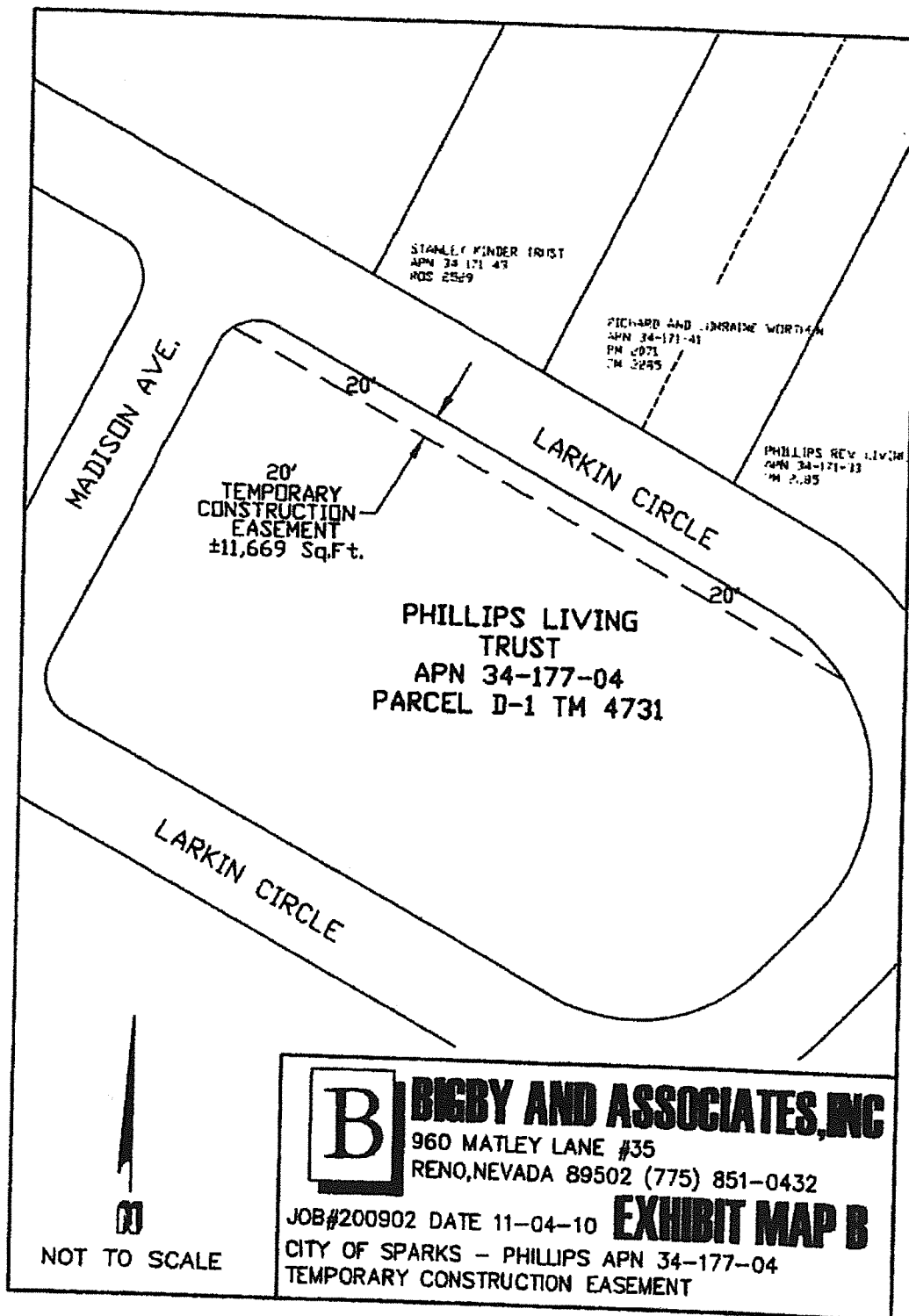
See Exhibit Map B attached hereto and made a part of this description by reference.

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



North Truckee Drain
Realignment Project
John B. Phillips and
Bonnie A. Phillips
APN: 034-171-33

TEMPORARY CONSTRUCTION EASEMENT(2)

THIS AGREEMENT, entered into this 5th day of AUGUST, 2013, by and between John B. Phillips and Bonnie A. Phillips Trustees of the Phillips Revocable Trust of 1998, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, John B. Phillips and Bonnie A. Phillips, Trustees are 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. 034-171-33,

WHEREAS, CITY, is acquiring a Temporary Construction Easement necessary for the construction or reconstruction of the North Truckee Storm Drain Facilities in the City of Sparks, Washoe County, State of Nevada ; and

WHEREAS, pursuant to the provisions of NRS 268 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 or reconstruct a segment of the North Truckee Storm Drain Facilities; and

WHEREAS, the construction and reconstruction of the North Truckee Storm Drain Facilities 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, reconstruct, or have constructed or reconstructed a portion of the North Truckee Storm Drain Facilities in the area more particularly described in Exhibit "A" and as depicted in Exhibit "B" attached hereto, and made a part hereof by reference with said construction or reconstruction to be accomplished by CITY and CITY agrees that the term of this agreement shall be Five (5) Years commencing on the 5th day of AUGUST, 2013, and terminating on the 4th day of AUGUST, 2018, unless extended in writing by the parties.

2. To leave that portion of said tract of land as described in Exhibit "A" and as depicted in Exhibit "B" upon which entry is required and all fences, structures and other property, which the CITY may remove or relocate in order to construct or reconstruct the North Truckee Storm Drain Facilities, in as functionally operational, neat and presentable condition as existed prior to such entry.

3. To indemnify, and hold harmless and defend OWNER 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, to enter upon OWNERS' land described as portions of APN: 034-171-33 as more particularly designated as Exhibit "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 North Truckee Storm Drain Facilities 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.

John B. Phillips and Bonnie A. Phillips, Trustees of the
Phillips Revocable Living Trust of 1998.

By: [Signature] Date: 8-5-13
John B. Phillips, Trustee

By: [Signature] Date: 8-5-13
Bonnie A. Phillips, Trustee

City of Sparks

By: [Signature] Date: 8/5/13
Neil C. Krutz, P.E.
Deputy City Manager

APPROVED AS TO FORM

By: [Signature] Date: 8/5/13
Shirle T. Eiting
Sr. Assistant City Attorney

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN 34-171-33

A temporary construction easement over and across a portion of Parcel B as shown on Parcel Map No. 2285 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-33 situate within the Southwest One-quarter (1/4) of Section 11 and the Southwest One-quarter (1/4) of Section 12, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at the Southwesterly corner of the aforementioned Parcel B; thence along the Westerly line of said Parcel B North 27°20'00" East a distance of 20.00 feet; thence departing said Westerly line South 62°40'00" East a distance of 296.24 feet; thence North 45°53'08" East a distance of 12.51 feet; thence North 80°11'46" East a distance of 93.81 feet; thence South 47°29'48" East a distance of 65.98 feet to a point on the Easterly line of the aforementioned Parcel B; thence along said Easterly line South 44°55'37" West a distance of 306.68 feet to the Southern most corner of said Parcel B; thence departing said Easterly line along the Southerly line of said Parcel B North 45°04'23" West a distance of 20.01 feet to the beginning of a non-tangent curve; thence continuing along said Southerly line from a radial line which bears North 68°37'58" West curving to the left through a central angle of 84°02'02" with a radius of 240.00 feet, an arc distance of 352.00 feet; thence continuing along said Southerly line North 62°40'00" West a distance of 88.22 feet more or less to the True Point of Beginning.

Containing 38,790 square feet of land more or less.

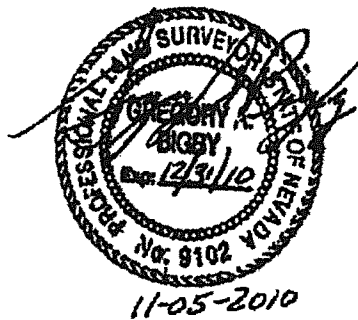
See Exhibit Map B attached hereto and made a part of this description by reference.

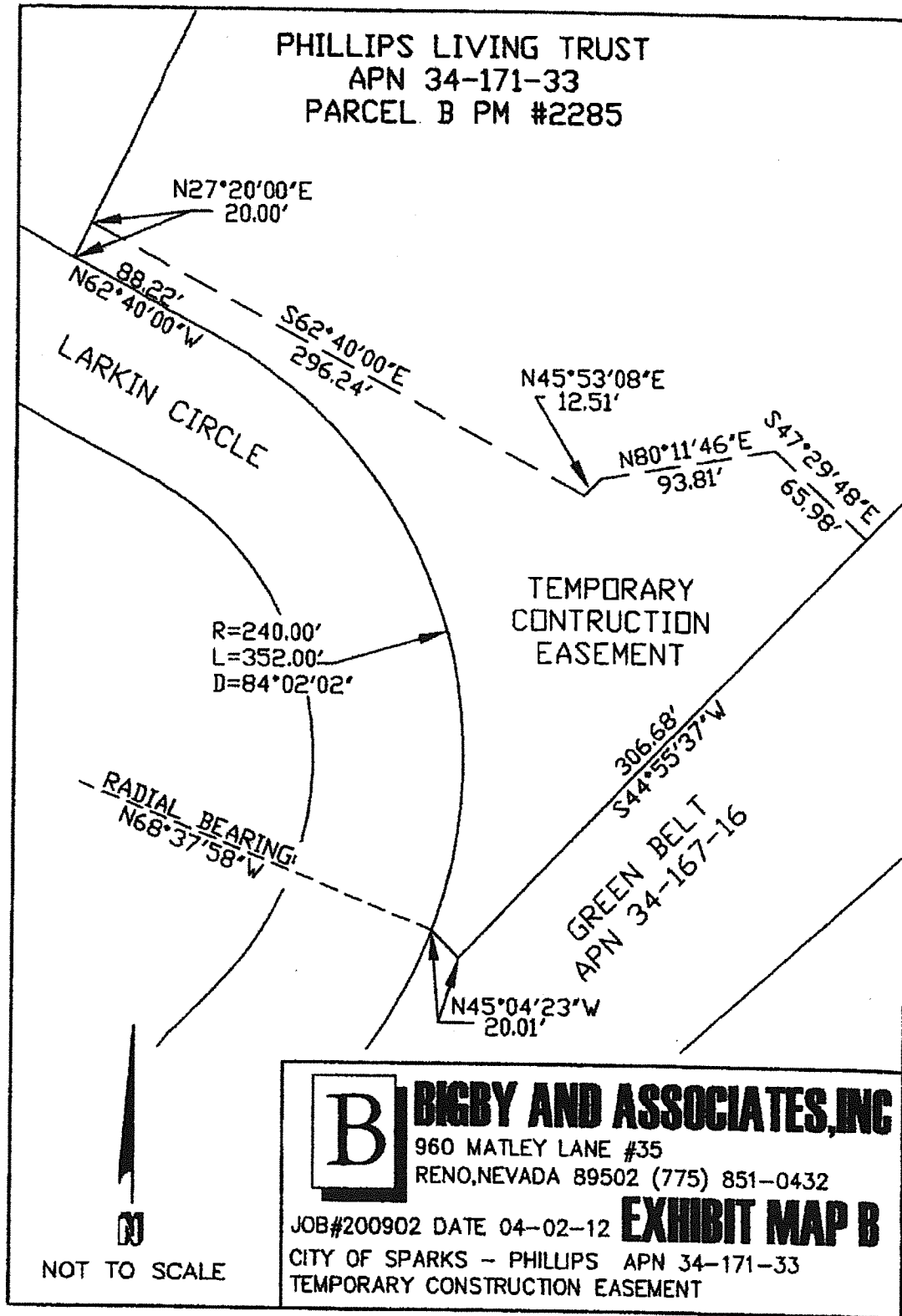
The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

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

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





North Truckee Drain
Realignment Project
John B. Phillips and
Bonnie A. Phillips
APN: 034-171-33

TEMPORARY CONSTRUCTION EASEMENT(1)

THIS AGREEMENT, entered into this 5th day of AUGUST, 2013, by and between John B. Phillips and Bonnie A. Phillips Trustees of the Phillips Revocable Trust of 1998, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, John B. Phillips and Bonnie A. Phillips, Trustees are 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. 034-171-33,

WHEREAS, CITY, is acquiring a Temporary Construction Easement necessary for the construction or reconstruction of the North Truckee Storm Drain Facilities in the City of Sparks, Washoe County, State of Nevada ; and

WHEREAS, pursuant to the provisions of NRS 268 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 or reconstruct a segment of the North Truckee Storm Drain Facilities; and

WHEREAS, the construction and reconstruction of the North Truckee Storm Drain Facilities 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, reconstruct, or have constructed or reconstructed a portion of the North Truckee Storm Drain Facilities in the area more particularly described in Exhibit "A" and as depicted in Exhibit "B" attached hereto, and made a part hereof by reference with said construction or reconstruction to be accomplished by CITY and CITY agrees that the term of this agreement shall be Five (5) Years commencing on the 5th day of August, 2013, and terminating on the 4 day of August, 2018, unless extended in writing by the parties.

2. To leave that portion of said tract of land as described in Exhibit "A" and as depicted in Exhibit "B" upon which entry is required and all fences, structures and other property, which the CITY may remove or relocate in order to construct or reconstruct the North Truckee Storm Drain Facilities, in as functionally operational, neat and presentable condition as existed prior to such entry.

3. To indemnify, and hold harmless and defend OWNER 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, to enter upon OWNERS' land described as portions of APN: 034-171-33 as more particularly designated as Exhibit "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:

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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.

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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.

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

John B. Phillips and Bonnie A. Phillips, Trustees of the
Phillips Revocable Living Trust of 1998.

By: [Signature] Date: 8-5-13
John B. Phillips, Trustee

By: [Signature] Date: 8-5-13
Bonnie A. Phillips, Trustee

City of Sparks

By: [Signature] Date: 8/7/13
Neil C. Krutz, P.E.
Deputy City Manager

APPROVED AS TO FORM

By: [Signature] Date: 8/6/13
Shirle T. Eiting
Sr. Assistant City Attorney

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN 34-171-33

A temporary construction easement over and across a portion of Parcel B as shown on Parcel Map No. 2285 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-33 situate within the Southwest One-quarter (1/4) of Section 11 and the Southwest One-quarter (1/4) of Section 12, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the Southwesterly corner of the aforementioned Parcel B; thence along the Westerly line of said Parcel B North 27°20'00" East a distance of 20.00 feet; thence departing said Westerly line South 62°40'00" East a distance of 56.94 feet to the True Point of Beginning; thence North 27°20'00" East a distance of 38.78 feet; thence South 62°40'00" East a distance of 69.79 feet; thence South 27°20'00" West a distance of 38.78 feet; thence North 62°40'00" West a distance of 69.79 feet more or less to the True Point of Beginning.

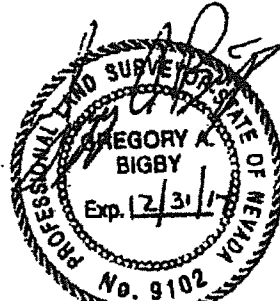
See Exhibit Map B attached hereto and made a part of this description by reference.

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.
1280 Terminal Way #32
Reno, Nevada 89502

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



02/21/2013

