



April 29, 2013

Mike Boster
Washoe County School District
333 Holcomb Avenue
Reno, Nevada 89502-1645

**RE: Letter Presenting Written Offer
North Truckee Drain Realignment Project
APN: 034-134-02
APN: 034-164-04**

Dear Mr. Boster:

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

Public records indicate that Board of Trustees, Washoe County School District, is the owner of two (2) parcels 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 \$112,138.00. Our offer includes the sum of \$30,138.00 for two (2) Permanent Drain Easements and \$82,000.00 for two (2) 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 Statement.

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

Cc: Andrew Hummel, P.E., Utility Manager
John A. Martini, P.E., Asst. Community
Services Director

APPRAISAL SUMMARY STATEMENT
City of Sparks

Owners: BOARD OF TRUSTEES, WASHOE COUNTY SCHOOL DISTRICT

Property Address: 1850 Kleppe Lane in the City limits of Sparks, Washoe County, Nevada.

PARCELA

Total Property Area: **APN: 034-164-02** Gross 7.50 Acres (326,700 SF)
Net 6.79 Acres (295,000 SF)

Zoning: I (Industrial)

Present Use: The site is currently being operated as one of Washoe County School District's bus barns.

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

Highest and Best Use: As improved: Continued use of existing bus barn improvement, parking and staging.

Acquired: N/A

Consideration Paid by Owner: N/A

Interest to be Acquired: 1 Permanent Easement

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: 034-164-02 (1850 Kleppe Lane)

Parcel 034-164-02 is a 7.50 Gross Acres (326,000SF) 6.79 Net Acres (295,700 SF) site which has been used for industrial storage and surface parking.

Permanent Drainage Easement 1 (430 SF)
Permanent Drainage Easement 2 (4,450 SF)
Permanent Drainage Easement 3 (8,445 SF)
Aggregate (13,325 SF total)

Appraised value set at: \$500.00

Five years Temporary Construction Easement (34,495 SF)

Appraised value set at: \$6,348.00

Recommended value/compensation for Parcel A Permanent Drainage Easement
and associated access and Temporary Construction Easement. \$6,848.00

PARCEL B

Total Property Area: **APN: 034-164-04** Gross 3.335 Acres (145,273 SF)
Net 2.85 Acres (124,146 SF)

Zoning: I (Industrial)

Present Use: The site currently provides overflow parking for the Washoe County School District's bus barn located on the adjoining parcel.

Highest and Best Use: As if vacant: Surface parking and industrial storage until demand warrants Industrial development.

Highest and Best Use: As if improved: N/A

Acquired: N/A

Consideration Paid by Owner: N/A

Interest to be acquired: 1 Permanent Easement

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 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: 034-164-04 (1850 Kleppe Lane)

Parcel 034-164-04 is a Gross 3.335 Acres (145,273 SF) Net 2.85 Acres (124,146 SF) which provides overflow parking for the Washoe County School District's bus barn located on the adjoining parcel.

Permanent Drainage Easement 15,807 SF
Using the "unit value" obtained in valuing the whole in the before condition
derive the value of the "take" \$29,638.00

Five years Temporary Construction Easement
Appraised value set at: \$75,652.00

Recommended value/compensation for Parcel B Permanent Drainage Easement
And associated access and Temporary Construction Easement \$105,290.00

Recommended value/compensation for Parcel A and Parcel B Permanent Drainage
Easements and Temporary Construction Easements \$112,138.00

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.

APN: 034-164-02

Mail Tax Statement to
Grantor at Address below
Washoe County School District
333 Holcomb Ave
Reno, NV 89502

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

GRANT OF EASEMENT
For
STORM DRAIN PIPELINE

THIS AGREEMENT made and entered into this 18th day of June, 2013, by and between, BOARD OF TRUSTEES, WASHOE COUNTY SCHOOL DISTRICT (collectively "GRANTOR") and CITY OF SPARKS a municipal corporation, (hereinafter referred to as "CITY").

1. Grant:

GRANTOR, 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, does hereby grant to CITY its successors, assigns and agents, a Permanent and non-exclusive Easement and right -of-way (the Easement Area) to access (including ingress and egress) over, under, and upon the Storm Drain Easement Area as described in Exhibit "A" and as depicted in Exhibit "B" for the purpose of constructing, installing, altering, maintaining, repairing, and operating 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, dams or other storm drain, and any other convenient appurtenances connected therewith (collectively "Storm Drain Pipeline Facilities) facilities.

IT IS FURTHER AGREED:

1. GRANTOR agrees to indemnify, hold harmless, protect and defend CITY from any claims and losses arising out of the willful or negligent acts of GRANTOR in connection with the condition of the property (except improvements not constructed by Grantor) or the use and enjoyment of any of the rights conferred hereby.

1. CITY and any of its officers, employees, or contractors may enter the Storm Drain Area 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 improvement on the easement area. This grant shall burden and run with the land as described in Exhibit "A", and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2. CITY, its successors, assigns, and agents, shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

3. CITY, its successors, assigns and agents, will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

4. CITY, its successors, assigns, and agents, will at all times save and hold harmless Grantor with respect to any and all loss, damage, or liability suffered or sustained by of any injury or damage to any person or property, caused by constructing, altering, and inspecting said "Storm Drain Pipeline Facilities" by CITY.

4. GRANTOR 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.

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

THIS GRANT OF EASEMENT and the terms contained herein shall binding upon the successor's, and assigns, and agents of GRANTOR and CITY.

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

Board of Trustees, Washoe County School District

By: Barbara Clark

This instrument was acknowledged before me, a Notary Public, on this 18th day of June, 2013, by Barbara Clark, known to me to be President,
Board of Trustees

Lisa Scurry
Notary Signature

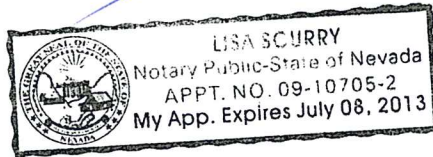


EXHIBIT A
STORM DRAINAGE EASEMENT
LEGAL DESCRIPTION
APN 34-164-02

A storm drainage easement over and across a portion of that certain real property as described by Deed Document Number 289752 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-164-02 situate within the Southwest One-quarter (1/4) of Section 11, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the Southwesterly corner of the aforementioned real property thence along the Westerly line of said real property North 08°21'12" East a distance of 513.57 feet to the Northwesterly corner of said real property; thence along the Northerly line of said real property South 81°38'46" East a distance of 116.53 feet to the **Beginning**; thence departing said Northerly line South 23°21'14" West a distance of 18.83 feet; thence South 66°38'46" East a distance of 20.00 feet; thence North 23°21'14" East a distance of 24.19 feet to a point on the Northerly line of said real property; thence along said Northerly line North 81°38'46" West a distance of 20.71 feet more or less to the **True Point of Beginning**.

Containing 430 square feet of land more or less.

TOGETHER WITH A STORM DRAINAGE EASEMENT. Being more particularly described as follows:

Beginning at the Southeasterly corner of that certain real property as described by Deed Document Number 304797 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-164-03 said Southeasterly corner also being a common corner of the aforementioned real property Assessors Parcel Number 34-164-02 thence along the common line of said real property North 08°21'12" East a distance of 16.69 feet to the Southerly 20' wide ditch easement line as described by Document Number 2590 in book 38, page 520 of the Official Records of Washoe County, Nevada ; thence departing said common line and along said Southerly easement line South 88°18'06" East a distance of 18.48 feet; thence continuing along said Southerly easement line South 65°58'06" East a distance of 81.68 feet; thence continuing along said Southerly easement line South 64°13'56" East a distance of 24.51 feet; thence departing said Southerly easement line South 35°06'46" West a distance of 33.29 feet; thence North 59°26'44" West a distance of 27.27 feet; thence North 81°38'46" West a distance of 80.13 feet; thence North 08°21'12" East a distance of 30.00 feet more or less to the **True Point of Beginning**.

Containing 4,450 square feet of land more or less.

TOGETHER WITH A STORM DRAINAGE EASEMENT. Being more particularly described as follows:

Beginning at the most Northwesterly corner of the aforementioned real property Assessors Parcel Number 34-164-02 said Northwesterly corner also being a common corner of the aforementioned real property Assessors Parcel Number 34-164-03 thence along the Northerly line of said real property Assessors Parcel Number 34-164-02 from a radial line with bears South 09°25'09" West curving to the right with a radius of 33,807.58 feet, through a central angle of 00°11'42", with an arc distance of 115.06 feet; thence departing said Northerly line South 51°34'50" East a distance of 32.41 feet to the beginning of a non-tangent curve to the right; thence from a chord which bears South 76°48'38" East with a radius of 2021.50 feet, through a central angle of 01°33'11", with an arc distance of 54.79 feet to a point on the Easterly line of the aforementioned real property; thence along said Easterly line South 08°21'49" West a distance of 42.71 feet to the beginning of a non-tangent curve to the left; thence departing said Easterly line from a chord which bears North 76°53'16" West with a radius of 1979.00 feet, through a central angle of 01°56'56", with an arc distance of 67.31 feet; thence South 35°06'46" West a distance of 2.42 feet to the Northerly 20' wide ditch easement line as described by Document Number 2590 in book 38, page 520 of the Official Records of Washoe County, Nevada; thence along said Northerly easement line North 64°13'56" West a distance of 28.10 feet; thence continuing along said Northerly easement line North 65°58'06" West a distance of 85.93 feet; thence continuing along said Northerly easement line North 88°18'06" West a distance of 20.09 feet to a point on the common property line of the aforementioned real property of assessors Parcel Numbers 34-164-02 and 34-164-03; thence along said common line North 08°21'12" East a distance of 33.18 feet more or less to the True Point of Beginning.

Containing 8,445 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: AREA 1 34-164-02

North: 14867273.3977 East : 2307684.8539
Line Course: S 23-21-14 W Length: 18.83
North: 14867256.1099 East : 2307677.3893
Line Course: S 66-38-46 E Length: 20.00
North: 14867248.1817 East : 2307695.7507
Line Course: N 23-21-14 E Length: 24.19
North: 14867270.3894 East : 2307705.3397
Line Course: N 81-38-46 W Length: 20.71
North: 14867273.3977 East : 2307684.8539

Perimeter: 83.7256 Area: 430 sq. ft. 0.01 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0001 Course: S 07-00-19 W
Error North: -0.00008 East : -0.00001
Precision 1: 837,256.0000

Parcel name: AREA 2 34-164-02

North: 14867231.8353 East : 2307967.8871
Line Course: S 08-21-11 W Length: 30.00
North: 14867202.1535 East : 2307963.5289
Line Course: S 81-38-46 E Length: 80.13
North: 14867190.5112 East : 2308042.8120
Line Course: S 59-26-44 E Length: 27.27
North: 14867176.6462 East : 2308066.2990
Line Course: N 35-06-46 E Length: 33.29
North: 14867203.8822 East : 2308085.4499
Line Course: N 64-13-56 W Length: 24.51
North: 14867214.5358 East : 2308063.3800
Line Course: N 65-58-06 W Length: 81.68
North: 14867247.7993 East : 2307988.7601
Line Course: N 88-18-06 W Length: 18.48
North: 14867248.3469 East : 2307970.3117
Line Course: S 08-21-14 W Length: 16.69
North: 14867231.8356 East : 2307967.8871

Perimeter: 312.0539 Area: 4,450 sq. ft. 0.10 acres

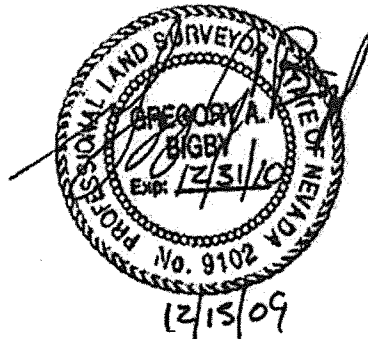
Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0003 Course: N 07-51-15 E
Error North: 0.00026 East : 0.00004
Precision 1: 1,040,179.6667

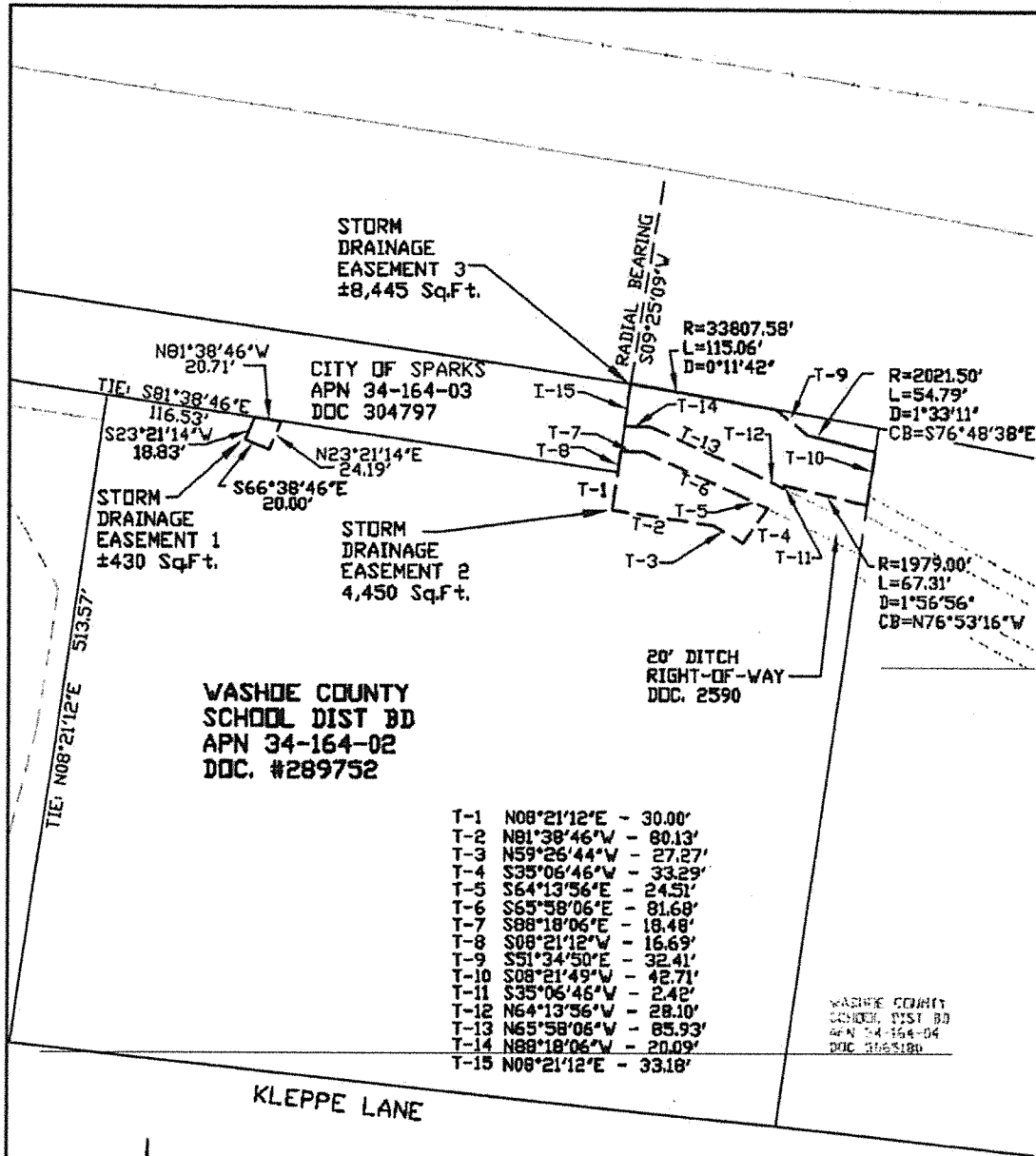
Parcel name: AREA 3 34-164-02

| | | |
|-------|------------------------------------|--------------------------|
| | North: 14867301.0925 | East : 2307978.0573 |
| Curve | Length: 115.06 | Radius: 33807.58 |
| | Delta: 0-11-42 | Tangent: 57.53 |
| | Chord: 115.06 | Course: S 80-29-00 E |
| | Course In: S 09-25-09 W | Course Out: N 09-36-51 E |
| | RP North: 14833949.3241 | East : 2302445.2445 |
| | End North: 14867282.0691 | East : 2308091.5341 |
| Line | Course: S 51-34-50 E Length: 32.41 | |
| | North: 14867261.9313 | East : 2308116.9240 |
| Curve | Length: 54.79 | Radius: 2021.50 |
| | Delta: 1-33-11 | Tangent: 27.40 |
| | Chord: 54.79 | Course: S 76-48-38 E |
| | Course In: S 12-24-46 W | Course Out: N 13-57-57 E |
| | RP North: 14865287.6852 | East : 2307682.3962 |
| | End North: 14867249.4292 | East : 2308170.2716 |
| Line | Course: S 08-21-49 W Length: 42.71 | |
| | North: 14867207.1751 | East : 2308164.0595 |
| Curve | Length: 67.31 | Radius: 1979.00 |
| | Delta: 1-56-56 | Tangent: 33.66 |
| | Chord: 67.31 | Course: N 76-53-16 W |
| | Course In: S 14-05-12 W | Course Out: N 12-08-16 E |
| | RP North: 14865287.6862 | East : 2307682.3920 |
| | End North: 14867222.4453 | East : 2308098.5029 |
| Line | Course: S 35-06-46 W Length: 2.42 | |
| | North: 14867220.4626 | East : 2308097.1088 |
| Line | Course: N 64-13-56 W Length: 28.10 | |
| | North: 14867232.6788 | East : 2308071.8020 |
| Line | Course: N 65-58-06 W Length: 85.93 | |
| | North: 14867267.6734 | East : 2307993.3195 |
| Line | Course: N 88-18-06 W Length: 20.09 | |
| | North: 14867268.2689 | East : 2307973.2379 |
| Line | Course: N 08-21-12 E Length: 33.18 | |
| | North: 14867301.0928 | East : 2307978.0576 |

Perimeter: 482.0144 Area: 8,445 sq. ft. 0.19 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0005 Course: N 57-30-14 E
 Error North: 0.00024 East : 0.00038
 Precision 1: 964,013.4000





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

EXHIBIT MAP B
JOB #200902 DATE 03-01-12
CITY OF SPARKS - W.C. SCHOOL DIST. APN 34-164-02
STORM DRAINAGE EASEMENTS

APN: 034-164-04

Mail Tax Statement to
Grantor at Address below
Washoe County School District
333 Holcomb Ave
Reno, NV 89502

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

GRANT OF EASEMENT
For
STORM DRAIN PIPELINE

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GRANTOR, 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, does hereby grant to CITY its successors, assigns and agents, a Permanent and non-exclusive Easement and right -of-way (the Easement Area) to access (including ingress and egress) over, under, and upon the Storm Drain Easement Area as described in Exhibit "A" and as depicted in Exhibit "B" for the purpose of constructing, installing, altering, maintaining, repairing, and operating 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, dams or other storm drain, and any other convenient appurtenances connected therewith (collectively "Storm Drain Pipeline Facilities) facilities.

IT IS FURTHER AGREED:

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1. CITY and any of its officers, employees, or contractors may enter the Storm Drain Area 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 improvement on the easement area. This grant shall burden and run with the land as described in Exhibit "A", and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2. CITY, its successors, assigns, and agents, shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

3. CITY, its successors, assigns and agents, will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

4. CITY, its successors, assigns, and agents, will at all times save and hold harmless Grantor with respect to any and all loss, damage, or liability suffered or sustained by of any injury or damage to any person or property, caused by constructing, altering, and inspecting said "Storm Drain Pipeline Facilities" by CITY.

4. GRANTOR 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.

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

THIS GRANT OF EASEMENT and the terms contained herein shall binding upon the successor's, and assigns, and agents of GRANTOR and CITY.

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

Board of Trustees, Washoe County School District

By: Barbara Clark

This instrument was acknowledged before me, a Notary Public, on this 18th day of June, 2013, by Barbara Clark, known to me to be President,
Board of Trustees

Lisa S
Notary Signature

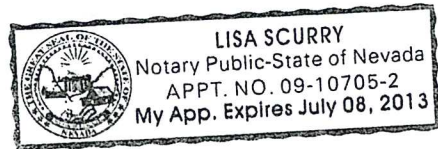


EXHIBIT A
STORM DRAINAGE EASEMENT
LEGAL DESCRIPTION
APN 34-164-04

A storm drainage easement over and across a portion of Parcel 1 as shown on Parcel Map No. 3239 of the Official Records of Washoe County, Nevada, Assessor's Parcel Number 34-164-04 situate within the Southwest One-quarter (1/4) of Section 11, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the Northwestern corner of the aforementioned Parcel 1 thence along the Westerly line of said Parcel 1 South 08°21'49" West a distance of 18.73 feet to the **Beginning**; thence from a radial line with bears South 13°57'57" West curving to the right with a radius of 2021.50 feet, through a central angle of 04°58'58", with an arc distance of 175.80 feet to a point of reverse curvature; thence through a central angle of 05°35'25" of a 1978.50 foot radius, with an arc distance of 193.04 feet to a point on the Easterly line of said Parcel 1; thence along said Easterly line South 00°14'37" West a distance of 43.61 feet to the beginning of a non-tangent curve; thence departing said Easterly line from a radial line with bears North 13°04'40" East curving to the right with a radius of 2021.00 feet, through a central angle of 05°52'15", with an arc distance of 207.08 feet to a point of reverse curvature; thence through a central angle of 04°51'43" of a 1979.00 foot radius, with an arc distance of 167.93 feet to a point on the Westerly line of said Parcel 1; thence along said Westerly line North 08°21'49" East a distance of 42.71 feet more or less to the **True Point of Beginning**.

Containing 15,807 square feet of land more or less.

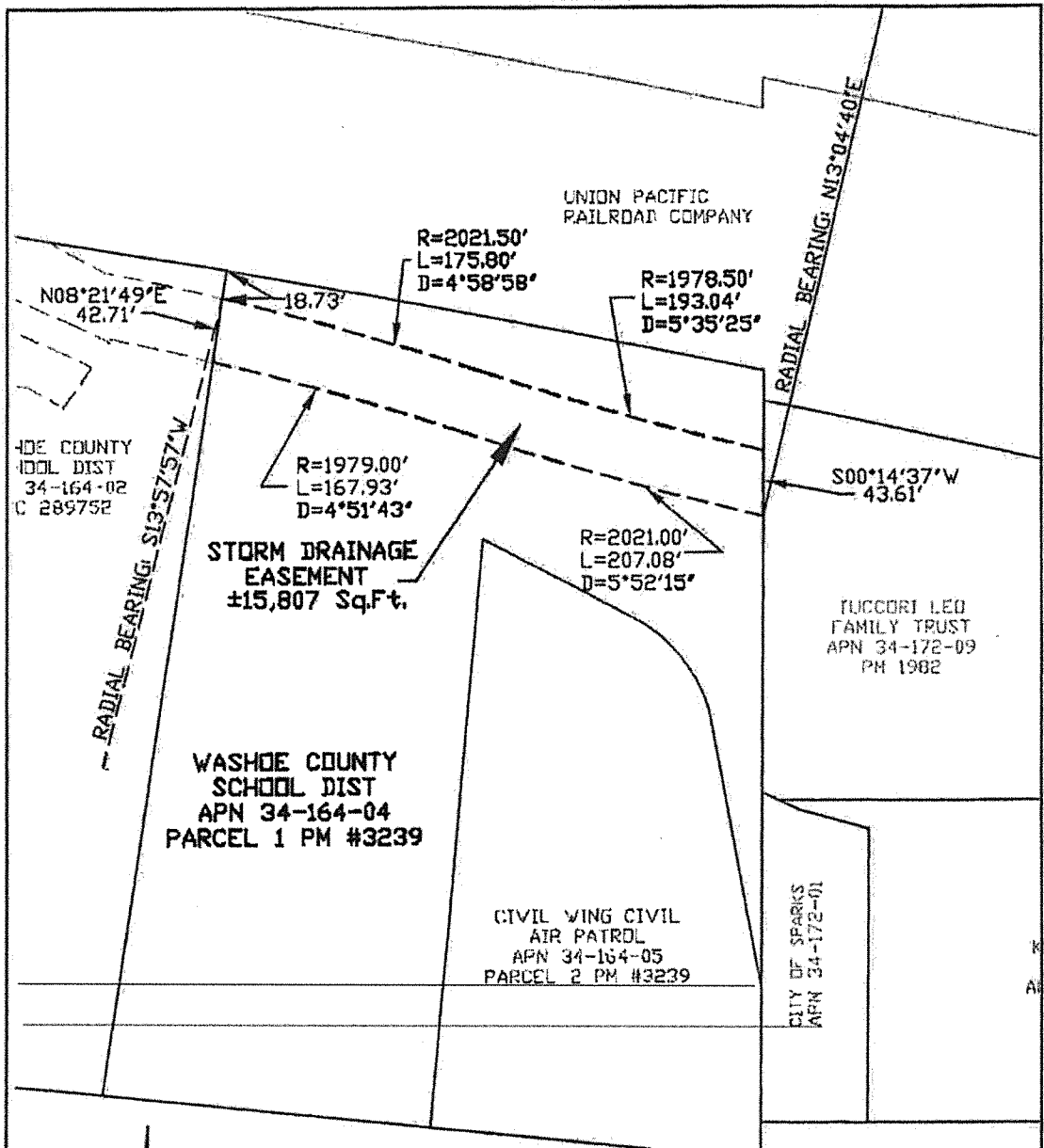
See Exhibit Map B attached hereto and made a part of this description by reference.

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



NOT TO SCALE

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

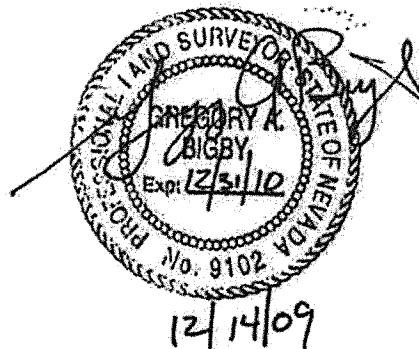
JOB #200902 DATE 12-11-09 **EXHIBIT MAP B**
CITY OF SPARKS - W.C. SCHOOL DIST. APN 34-164-04
STORM DRAINAGE EASEMENT

Parcel name: SD APN 34-164-04

North: 14867249.4283 East : 2308170.2752
Curve Length: 175.80 Radius: 2021.50
Delta: 4-58-58 Tangent: 87.96
Chord: 175.74 Course: S 73-32-34 E
Course In: S 13-57-57 W Course Out: N 18-56-55 E
RP North: 14865287.6842 East : 2307682.3998
End North: 14867199.6395 East : 2308338.8212
Curve Length: 193.04 Radius: 1978.50
Delta: 5-35-25 Tangent: 96.60
Chord: 192.97 Course: S 73-50-47 E
Course In: N 18-56-55 E Course Out: S 13-21-30 W
RP North: 14869070.9250 East : 2308981.2797
End North: 14867145.9550 East : 2308524.1662
Line Course: S 00-14-37 W Length: 43.61
North: 14867102.3421 East : 2308523.9808
Curve Length: 207.08 Radius: 2021.00
Delta: 5-52-15 Tangent: 103.63
Chord: 206.99 Course: N 73-59-12 W
Course In: N 13-04-40 E Course Out: S 18-56-55 W
RP North: 14869070.9250 East : 2308981.2796
End North: 14867159.4426 East : 2308325.0205
Curve Length: 167.93 Radius: 1979.00
Delta: 4-51-43 Tangent: 84.02
Chord: 167.88 Course: N 73-28-56 W
Course In: S 18-56-55 W Course Out: N 14-05-12 E
RP North: 14865287.6842 East : 2307682.3997
End North: 14867207.1731 East : 2308164.0671
Line Course: N 08-21-49 E Length: 42.71
North: 14867249.4273 East : 2308170.2793

Perimeter: 830.1849 Area: 15,807 sq. ft. 0.36 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0042 Course: S 76-12-35 E
Error North: -0.00101 East : 0.00411
Precision 1: 197,661.2857



North Truckee Drain
Realignment Project
Washoe County School District
APN: 034-164-04

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 18th day of June, 2013, by and between BOARD OF TRUSTEES, WASHOE COUNTY SCHOOL DISTRICT, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, Washoe County School District, 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. 034-164-04, 1850 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 18th day of JUNE, 2013, and terminating on the 17th 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.
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: 034-164-04 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 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.

Washoe County School District

By: Barbara Clark 6-18-2013
Date:

City of Sparks

By: Neil C. Krutz Date 6/15/10
Deputy City Manager

APPROVED AS TO FORM

By: Shirle T. Eiting
Sr. Assistant City Attorney

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN 34-164-04

A temporary construction easement over and across a portion of Parcel 1 as shown on Parcel Map No. 3239 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-164-04 situate within the Southwest 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 Northwesterly corner of the aforementioned Parcel 1 thence from a radial line with bears South 10°02'36" West curving to the right with a radius of 11,379.16 feet, through a central angle of 01°48'08", with an arc distance of 357.93 feet to the Northeasterly corner of said Parcel 1; thence along the Easterly line of said Parcel 1 South 00°14'37" West a distance of 149.16 feet; thence departing said Easterly line North 78°42'17" West a distance of 187.63 feet to the most northerly common corner of Parcel 1 and Parcel 2 as shown on the aforementioned Parcel Map No. 3239; thence along the common line of said Parcels 1 and 2 South 05°06'42" West a distance of 92.51 feet; thence departing said common line North 81°38'21" West a distance of 196.47 feet to a point on the Westerly line of said Parcel 1; thence along said Westerly line North 08°21'49" East a distance of 246.54 feet more or less to the **True Point of Beginning**.

Containing 72,738 square feet of land more or less.

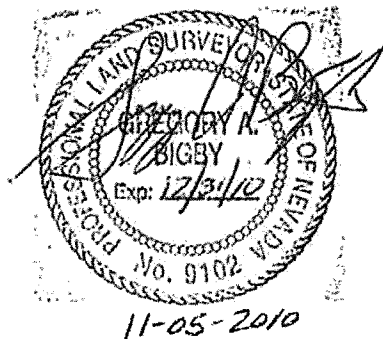
See Exhibit Map B attached hereto and made a part of this description by reference.

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

Prepared By;

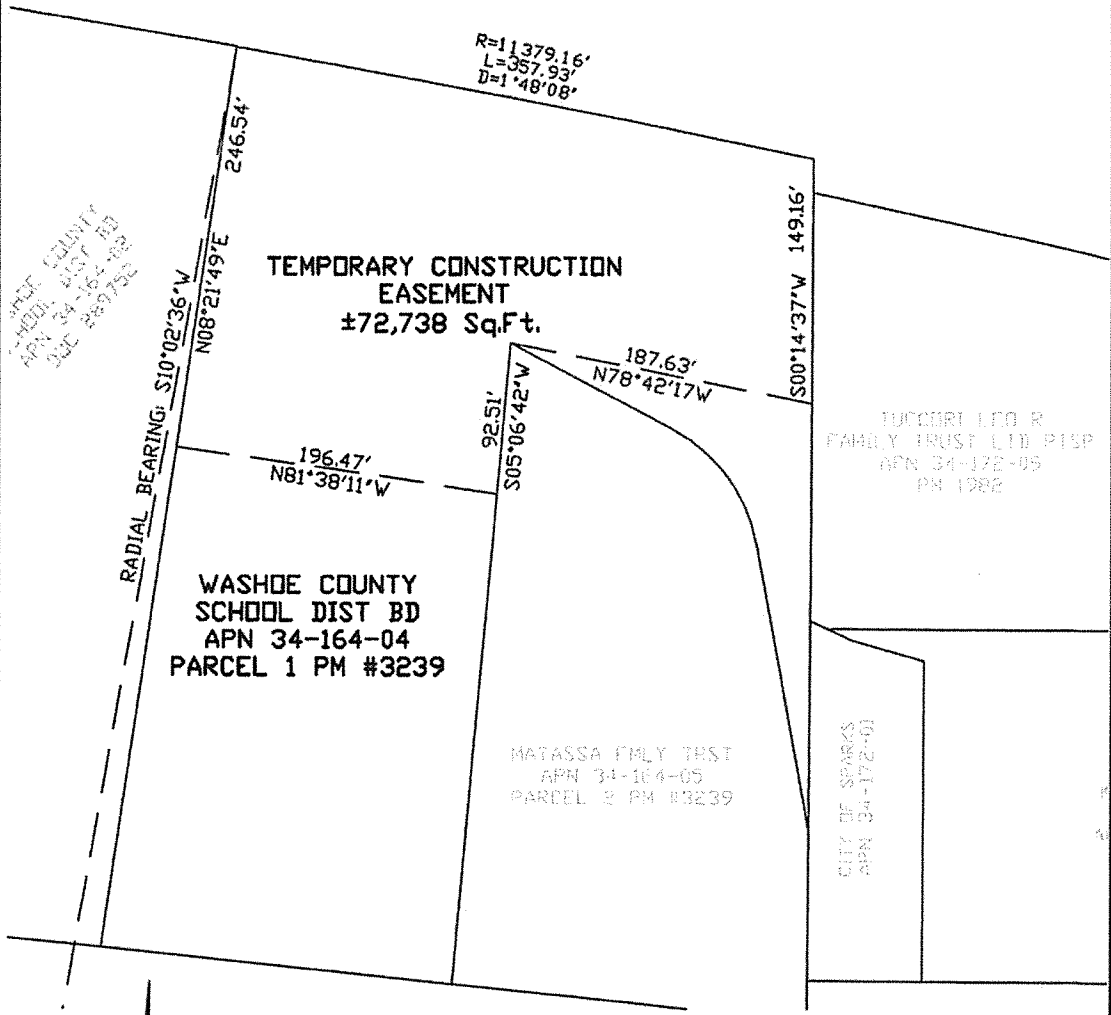
Bigby and Associates, Inc.
960 Matley Lane #35
Reno, Nevada 89502

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



UNION PACIFIC
RAILROAD COMPANY

R=11379.16'
L=357.93'
D=1°48'08"



WASHOE COUNTY
SCHOOL DIST BD
APN 34-164-04
DATE 2/28/75

TEMPORARY CONSTRUCTION
EASEMENT
±72,738 Sq.Ft.

LUCOURT LEO R
FAMILY TRUST LTD PTSP
APN 34-172-05
PM 1982

WASHOE COUNTY
SCHOOL DIST BD
APN 34-164-04
PARCEL 1 PM #3239

MATASSA EMILY TRST
APN 34-164-05
PARCEL 2 PM #3239

CITY OF SPARKS
APN 34-172-01

RADIAL BEARING: S10°02'36\"/>



NOT TO SCALE

B **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 - W.C. SCHOOL DIST. APN 34-164-04
TEMPORARY CONSTRUCTION EASEMENT

North Truckee Drain
Realignment Project
Washoe County School District
APN: 034-164-02

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 18th day of June, 2013, by and between BOARD OF TRUSTEES, WASHOE COUNTY SCHOOL DISTRICT, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, Washoe County School District, 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.'s 034-164-02, 1850 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 18th day of June, 2013, and terminating on the 17 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.

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: 034-164-02 and APN: 034-164-04 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 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.

Washoe County School District

City of Sparks

By: Barbara Clark Date: 6-18-2013

By: Neil C. Krutz Date: 9/25/13
Deputy City Manager

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

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN 34-164-02

A temporary construction easement over and across a portion of that certain real property as described by Deed Document Number 289752 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-164-02 situate within the Southwest One-quarter (1/4) of Section 11, Township 19 North, Range 20 East, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the Southwesterly corner of the aforementioned real property thence along the Westerly line of said real property North 08°21'12" East a distance of 513.57 feet to the Northwesterly corner of said real property said point also being the **Beginning** of this description; thence along the Northerly property line of said real property South 81°38'46" East a distance of 402.60 feet to common property line of said real property and the Easterly property line of that certain real property as described by Deed Document Number 304797 of the Official Record of Washoe County, Nevada; thence along said common property line North 08°21'12" East a distance of 70.00 feet to the Northerly property line of said real property as described by Deed Document Number 289752 of the official records of Washoe County, Nevada; thence along said Northerly property line along a non-tangent curve to the right from a radial line which bears South 09°25'09" West, having a radius of 33807.58 feet, a central angle of 00°20'06" and arc length of 197.73 feet to the Northeasterly corner of said real property as described by Deed Document Number 289752 of the Official Records of Washoe County, Nevada; thence along the Easterly property line of said real property South 08°21'49" West a distance of 246.74 feet; thence departing said property line North 81°38'11" West a distance of 46.50 feet; thence; thence North 08°21'49" East a distance of 122.00 feet; thence North 59°26'44" West a distance of 76.72 feet; thence North 81°38'46" West a distance of 482.74 feet to the above mentioned Westerly property line; thence North 08°21'12" East a distance of 30.00 feet more or less to the **True Point of Beginning**.

Containing 34,495 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

