

APN: 034-171-24

Mail Tax Statement to  
Grantor at Address below  
GV, EGC, LLC  
315 Freeport Blvd.  
Sparks, Nevada 89431-6278

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 14<sup>th</sup> day of October, 2013, by and between GV, EGC, LLC (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, 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.

2. 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.

3. 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.

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 reason of any injury or damage to any person or property, caused by constructing, altering and inspecting said "Storm Drain Pipeline Facilities" by City.

5. 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.


6. 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.

GV, EGC, LLC  
By: Mark D. Meiser  
Mark D. Meiser, Manager

  
Janell A. Ray

This instrument was acknowledged before me, a Notary Public, on this 14<sup>th</sup> day of October, 2013, by Mark D. Meiser known to me as a Manager of GV, EGC, LLC.

By: Kathy M. Drake  
Kathy M. Drake, Manager



*Janell A. Ray*

This instrument was acknowledged before me, a Notary Public, on this 14<sup>th</sup> day of October, 2013, by Kathy M. Drake known to me as a Manager of GV, EGC, LLC.

By: Marilyn M. Bowden  
Marilyn M. Bowden, Manager



*Janell A. Ray*

This instrument was acknowledged before me, a Notary Public, on this 14<sup>th</sup> day of October, 2013, by Marilyn M. Bowden known to me as a Manager of GV, EGC, LLC.

**EXHIBIT A**  
**STORM DRAINAGE EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-171-24**

A storm drainage easement over and across a portion of Parcel 2 as shown on Parcel Map No. 805 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-24 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:

**Commencing** at the Northern most corner of the aforementioned Parcel 2 thence along the Westerly line of said Parcel 2 South 21°28'21" West a distance of 6.03 feet to the **Beginning**; thence departing said Westerly line South 62°40'00" East 343.75 feet to the beginning of a non-tangent curve on the Northeasterly line of said Parcel 2; thence along said Northeasterly line from a radial line which bears South 68°23'04" East curving to the left with a radius of 60.00 feet through a central angle of 46°23'20", with an arc distance of 48.58 feet to a non-tangent reverse curve; thence departing said Northeasterly line from a radial line which bears North 19°30'08" East curving to the right with a radius of 121.00 feet through a central angle of 07°49'52", with an arc distance of 16.54 feet; thence North 62°40'00" West a distance of 345.75 feet to a point on the aforementioned Westerly line of Parcel 2; thence North 21°28'21" East a distance of 42.72 feet more or less to the **True Point of Beginning**.

Containing 14,855 square feet of land more or less.

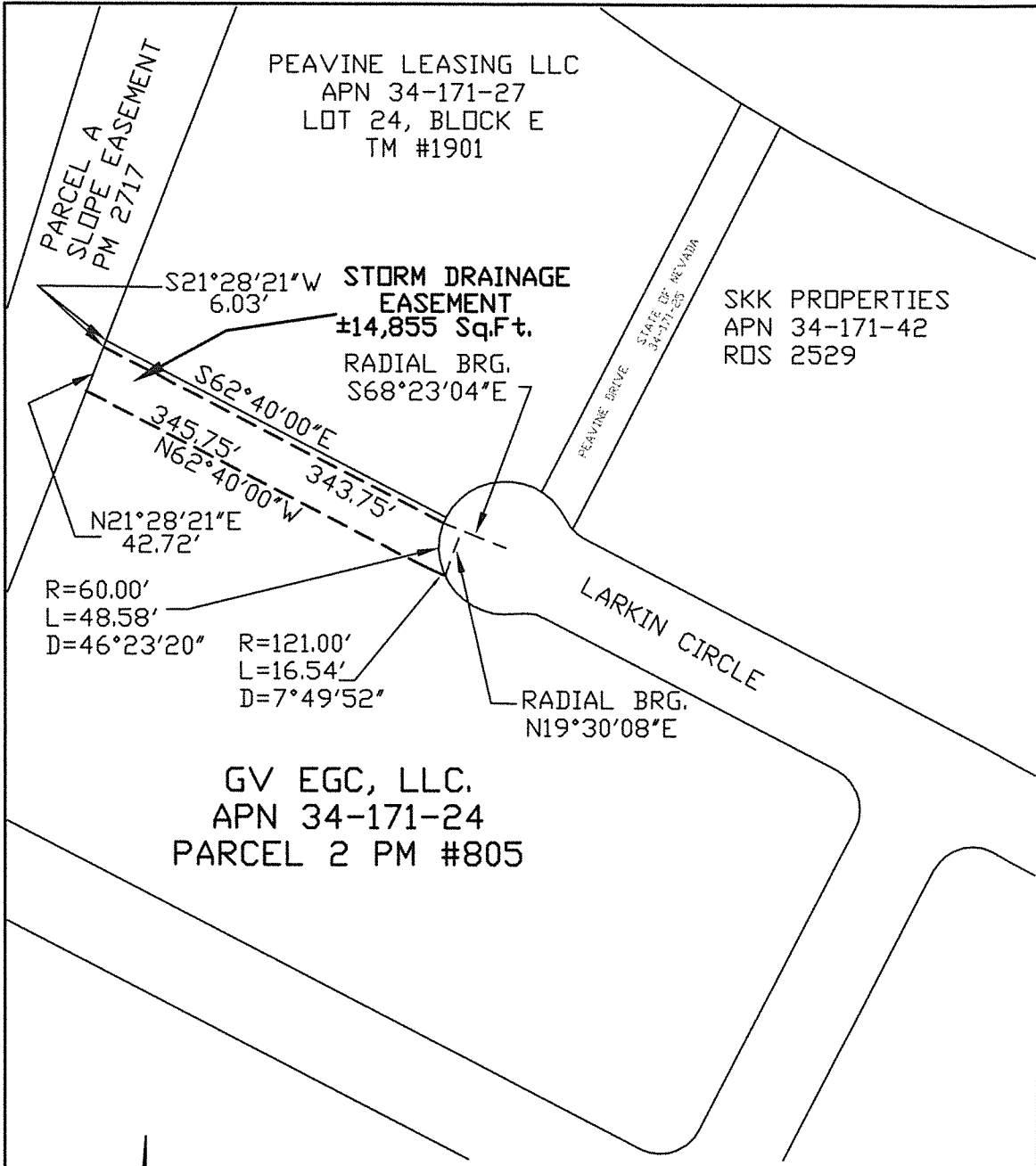
See Exhibit Map B attached hereto and made a part of this description by reference.

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.  
1280 Terminal Way, #32  
Reno, Nevada 89502

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



NOT TO SCALE

**B** **BIGBY AND ASSOCIATES, INC**  
 1280 TERMINAL WAY #32  
 RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 09-16-13 **EXHIBIT MAP B**  
 CITY OF SPARKS - GV EGC, LLC. APN 34-171-24  
 STORM DRAINAGE EASEMENT

APN: 034-171-24

Mail Tax Statement to  
Grantor at Address below  
GV, EGC, LLC  
315 Freeport Blvd.  
Sparks, Nevada 89431-6278

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

#### GRANT OF EASEMENT FOR SANITARY SEWER PIPELINE FACILITIES

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of October, 2013, by and between GV, EGC, LLC (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 Sanitary Sewer Easement Area as described in Exhibit "A" and as depicted in Exhibit "B" for the purpose of constructing, installing, altering, maintaining, repairing, and operating sanitary sewer pipeline facilities, including, but not limited to, telemetry and control facilities, piping, underground or above ground manholes, junctions, inlets, outlets, pumping stations, and any other convenient appurtenances connected therewith (collectively "Sanitary Sewer 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.

2. CITY and any of its officers, employees, or contractors may enter the Sanitary Sewer Easement Area and perform all construction and maintenance work necessary to accomplish all the purposes of establishing, cleaning, improving, expanding and operating sanitary sewer 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.

3. 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 "Sanitary 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 reason of any injury or damage to any person or property, caused by constructing, altering and inspecting said "Sanitary Sewer Pipeline Facilities" by CITY.

5. 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 "Sanitary Sewer Pipeline Facilities" by CITY.

6. 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.

GV, EGC, LLC  
By: Mark D. Meiser  
Mark D. Meiser, Manager



*Janelle A. Ray*

This instrument was acknowledged before me, a Notary Public, on this 14<sup>th</sup> day of October, 2013, by Mark D. Meiser known to me as a Manager of GV, EGC, LLC.

By: Kathy M. Drake  
Kathy M. Drake, Manager



*Janell A. Ray*

This instrument was acknowledged before me, a Notary Public, on this 14<sup>th</sup> day of October, 2013, by Kathy M. Drake known to me as a Manager of GV, EGC, LLC.

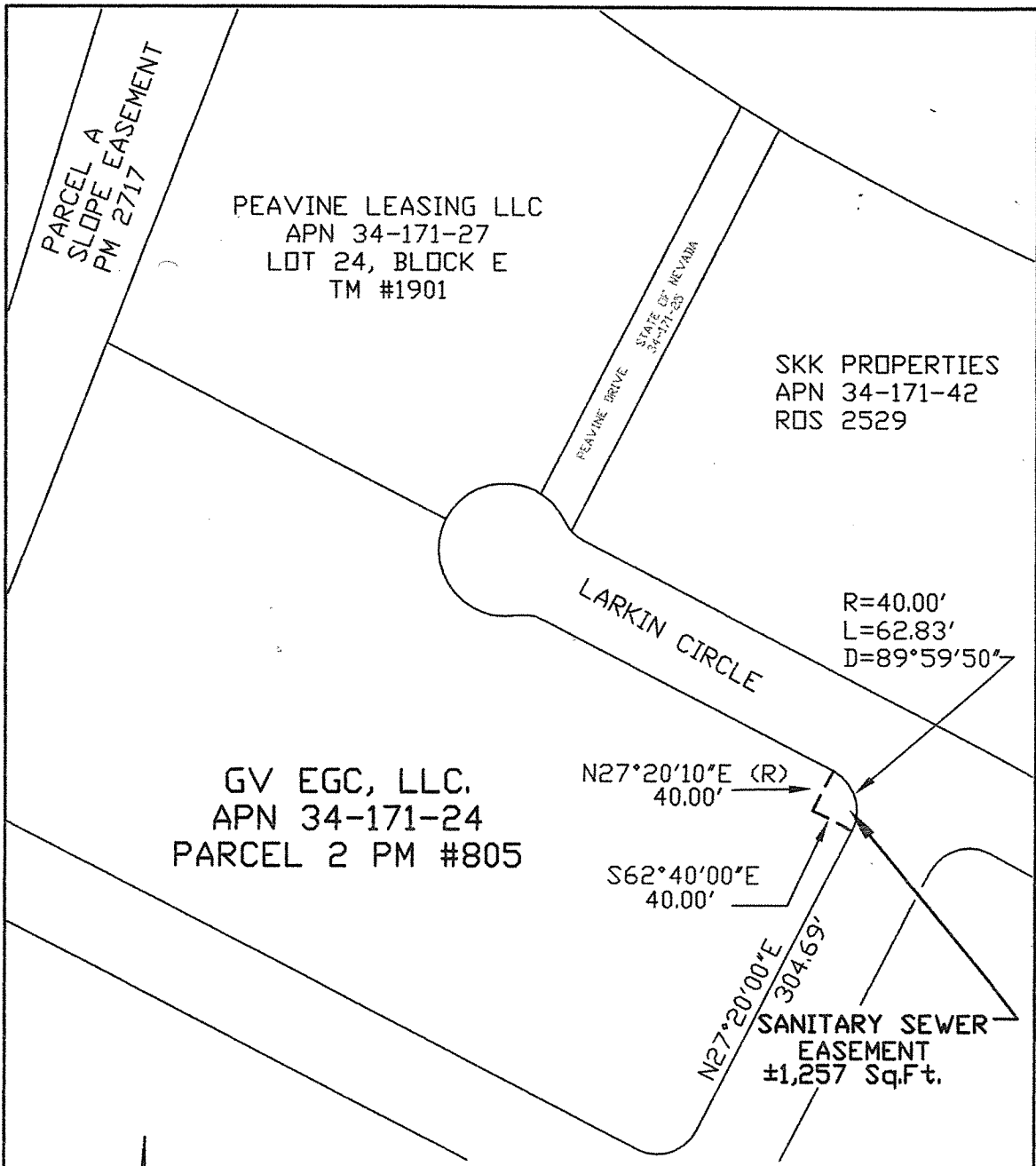
By: Marilyn M. Bowden  
Marilyn M. Bowden, Manager



*Janella A. Ray*

This instrument was acknowledged before me, a Notary Public, on this 14<sup>th</sup> day of October, 2013, by Marilyn M. Bowden known to me as a Manager of GV, EGC, LLC.





NOT TO SCALE

**B** **BIGBY AND ASSOCIATES, INC**  
1280 TERMINAL WAY #32  
RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 09-16-13 **EXHIBIT MAP B**  
CITY OF SPARKS - GV EGC, LLC. APN 34-171-24  
SANITARY SEWER EASEMENT

**EXHIBIT A**  
**SANITARY SEWER EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-171-24**

A sanitary sewer easement over and across a portion of Parcel 2 as shown on Parcel Map No. 805 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-24 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:

**Commencing** at the Southeasterly corner of the aforementioned Parcel 2 thence along the Southeasterly line of said Parcel 2 North 27°20'00" East a distance of 304.69 feet to the **True Point of Beginning**; thence departing said Southeasterly line North 62°40'00" West a distance of 40.00 feet; thence North 27°20'10" East a distance of 40.00 feet to the beginning of a non-tangent curve said point being on the Northeasterly line of said Parcel 2; thence along a non-tangent curve to the right from a radial line which bears South 27°20'00" West having a radius of 40.00 feet, a central angle of 89°59'50" and arc length of 62.83 feet more or less to the **True Point of Beginning**.

Containing 1,257 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.  
1280 Terminal Way, #32  
Reno, Nevada 89502

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

North Truckee Drain  
Realignment Project  
GV, EGC, LLC  
APN: 034-171-24  
13,522 Square Feet

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 14<sup>th</sup> day of October, 2013, by and between GV, EGC, 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, OWNERS 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.034-171-24; as located at 2225 East Greg Street, Sparks, Nevada; and

WHEREAS, CITY is acquiring 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 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 Realignment Project.

WHEREAS, the construction and reconstruction of the North Truckee Drain Realignment Project 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 a portion of the North Truckee Drain Realignment Project more particularly described as Exhibit "A" and depicted as Exhibit "A-1" attached hereto, and made a part hereof by reference with said construction to be accomplished CITY and CITY agree that the term of this agreement shall be five (5) years commencing on the 14<sup>th</sup> day of October, 2013, and terminating on the 13<sup>th</sup> day of October, 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 the North Truckee Drain Realignment Project 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 the 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: 034-171-24 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.

By: Mark D. Meiser 10/17/13  
GV, EGC, LLC  
Mark D. Meiser  
Manager  
Date

By: Neil C. Krutz 10/16/13  
CITY  
Neil C. Krutz, P.E.  
Deputy City Manager  
Date

By: Kathy M. Drake 10/14/13  
Kathy M. Drake  
Manager  
Date

By: Marilyn M. Bowden 10/14/13  
Marilyn M. Bowden  
Manager  
Date

APPROVED as to FORM  
By: Shirle T. Eiting 10/14/13  
Shirle T. Eiting  
Senior Assistant City Attorney  
Date

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-171-24**

A temporary construction easement over and across a portion of Parcel 2 as shown on Parcel Map No. 805 of the Official Records of Washoe County, Nevada, Assessor's Parcel Number 34-171-24 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:

Commencing at the Northwest corner of the aforementioned Parcel 2 thence along the Westerly line of said Parcel 2 South  $21^{\circ}28'21''$  West a distance of 75.39 feet to the **True Point of Beginning**; thence departing said Westerly line South  $62^{\circ}40'00''$  East a distance of 48.42 feet; thence South  $27^{\circ}17'58''$  West a distance of 274.55 feet; thence South  $62^{\circ}39'47''$  East a distance of 23.14 feet; thence South  $27^{\circ}20'13''$  West a distance of 75.14 feet to a point on the Southerly line of said Parcel 2; thence along said Southerly line North  $62^{\circ}40'00''$  West a distance of 6.29 feet to a point of curvature being the Southwest corner of said Parcel 2; thence a long a tangent curve to the right having a radius of 50.00 feet, a central angle of  $96^{\circ}22'59''$  an arc length of 84.11 feet to a point of reverse curve; thence along a reversing curve to the left having a radius of 632.85 feet, a central angle of  $12^{\circ}14'16''$  an arc length of 135.17 feet; thence North  $21^{\circ}28'21''$  East a distance of 160.06 feet more or less to the **True Point of Beginning**.

Containing 13,522 square feet of land more or less.

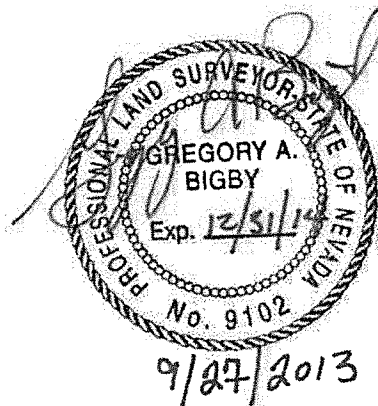
See Exhibit Map A-1 attached hereto and made a part of this description by reference.

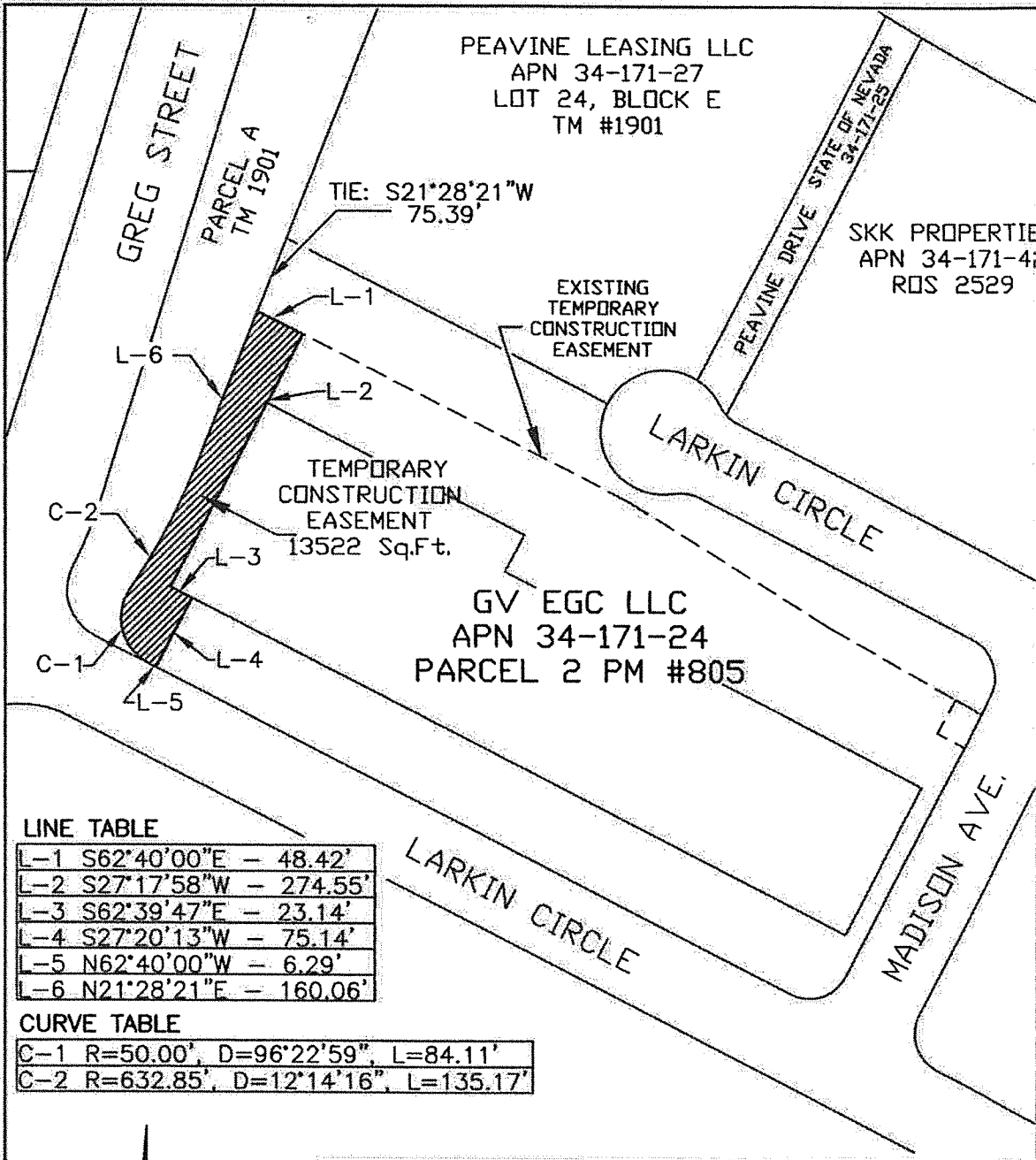
The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

Bigby and Associates, Inc.  
1280 Terminal Way, #32  
Reno, Nevada 89502

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





LINE TABLE

L-1	S62°40'00"E	- 48.42'
L-2	S27°17'58"W	- 274.55'
L-3	S62°39'47"E	- 23.14'
L-4	S27°20'13"W	- 75.14'
L-5	N62°40'00"W	- 6.29'
L-6	N21°28'21"E	- 160.06'

CURVE TABLE

C-1	R=50.00', D=96°22'59", L=84.11'
C-2	R=632.85', D=12°14'16", L=135.17'



NOT TO SCALE



**BIGBY AND ASSOCIATES**

1280 TERMINAL WAY #32  
RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 09-27-13

**EXHIBIT MAP A-1**

CITY OF SPARKS - GV EGC LLC, APN 34-171-24  
TEMPORARY CONSTRUCTION EASEMENT

North Truckee Drain  
Realignment Project  
GV, EGC, LLC  
APN: 034-171-24  
5141 Square Feet

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 14<sup>th</sup> day of October, 2013, by and between GV, EGC, 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, OWNERS 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.034-171-24; as located at 2225 East Greg Street, Sparks, Nevada; and

WHEREAS, CITY is acquiring 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 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 Realignment Project.

WHEREAS, the construction and reconstruction of the North Truckee Drain Realignment Project 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 a portion of the North Truckee Drain Realignment Project more particularly described as Exhibit "C" and depicted as Exhibit "C-1" attached hereto, and made a part hereof by reference with said construction to be accomplished CITY and CITY agree that the term of this agreement shall be five (5) years commencing on the 14<sup>th</sup> day of October, 2013, and terminating on the 13<sup>th</sup> day of October, 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 the North Truckee Drain Realignment Project 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 the 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: 034-171-24 as more particularly designated as Exhibit “C” and depicted on Exhibit “C-1” 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.

GV, EGC, LLC  
By: Mark D. Meiser      10/14/13  
Mark D. Meiser      Date  
Manager

By: Kathy M. Drake      10/14/13  
Kathy M. Drake      Date  
Manager

By: Marilyn M. Bowden      10/14/13  
Marilyn M. Bowden      Date  
Manager

CITY  
By: Neil C. Krutz      10/14/13  
Neil C. Krutz, P.E.      Date  
Deputy City Manager

APPROVED as to FORM  
By: Shirle T. Eiting      10/14/13  
Shirle T. Eiting      Date  
Senior Assistant City Attorney



**EXHIBIT C**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-171-24**

A temporary construction easement over and across a portion of Parcel 2 as shown on Parcel Map No. 805 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-24 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:

Commencing at the Southwest corner of the aforementioned Parcel 2 thence along the Southerly line of said Parcel 2 South 62°40'00" West a distance of 135.29 feet to the **True Point of Beginning**; thence departing said Southerly line North 27°20'00" East a distance of 44.50 feet; thence South 62°40'00" East a distance of 115.52 feet; thence South 27°20'00" West a distance of 44.50 feet; thence North 62°40'00" West a distance of 115.52 feet more or less to the **True Point of Beginning**.

Containing 5141 square feet of land more or less.

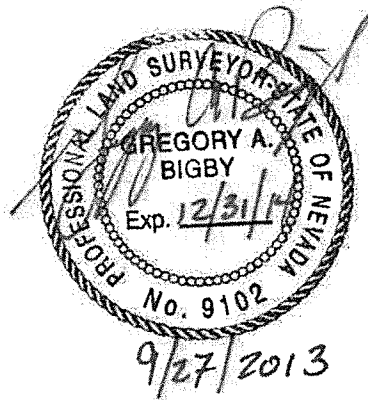
See Exhibit Map C-1 attached hereto and made a part of this description by reference.

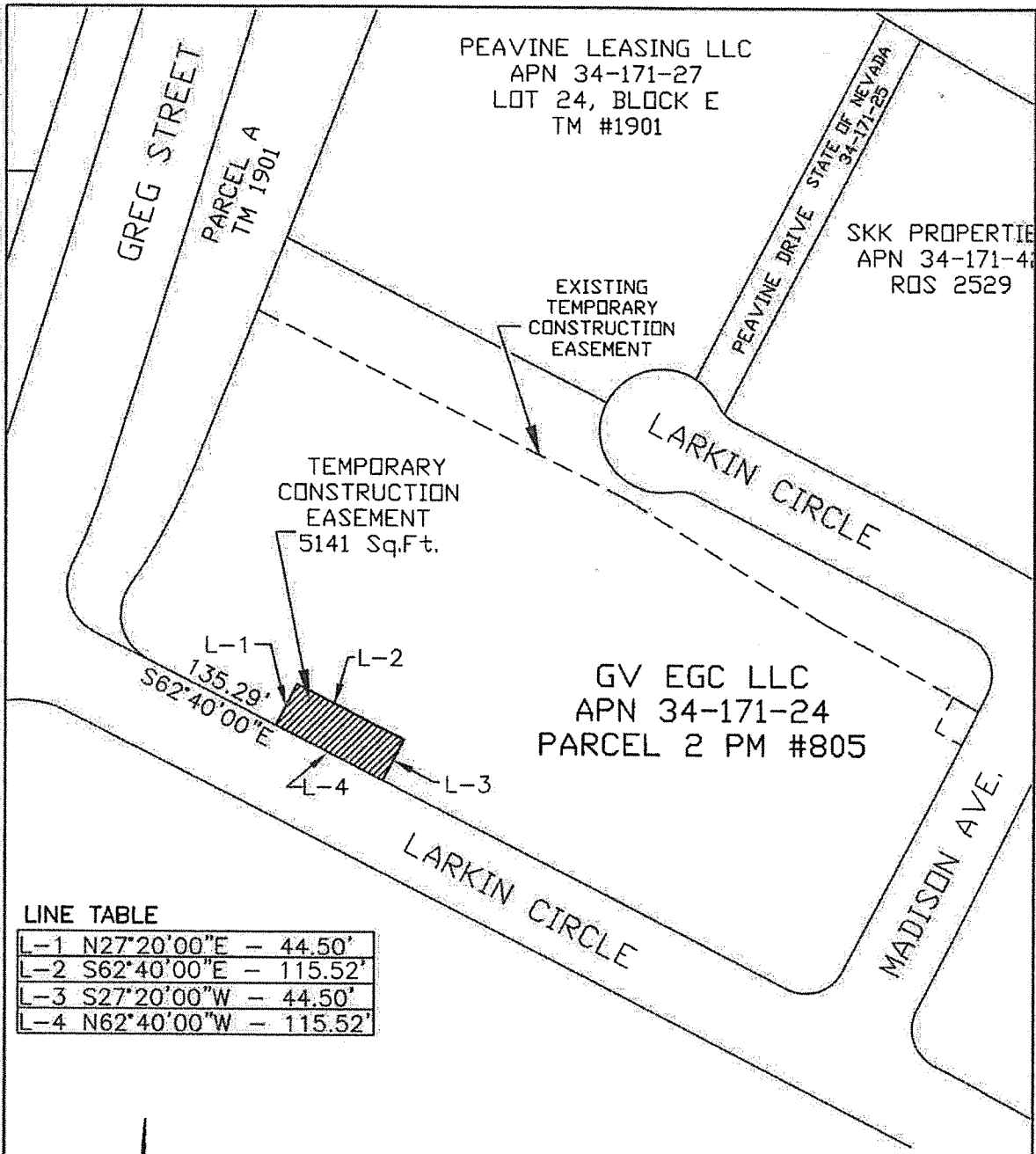
The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

Bigby and Associates, Inc.  
1280 Terminal Way, #32  
Reno, Nevada 89502

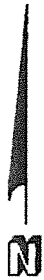
Gregory A. Bigby, P.L.S. 9102





LINE TABLE

L-1	N27°20'00"E	- 44.50'
L-2	S62°40'00"E	- 115.52'
L-3	S27°20'00"W	- 44.50'
L-4	N62°40'00"W	- 115.52'



NOT TO SCALE

**B** **BIGBY AND ASSOCIATES**  
1280 TERMINAL WAY #32  
RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 09-27-13  
CITY OF SPARKS - GV EGC LLC, APN 34-171-24  
TEMPORARY CONSTRUCTION EASEMENT

**EXHIBIT MAP C-1**

North Truckee Drain  
Realignment Project  
GV, EGC, LLC  
APN: 034-171-24  
1072 Square Feet

TEMPORARY CONSTRUCTION EASEMENT  
FOR SANITARY SEWER PIPELINE FACILITIES

THIS AGREEMENT, entered into this 14<sup>th</sup> day of October, 2013, by and between GV, EGC, 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, OWNERS 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.034-171-24; as located at 2225 East Greg Street, Sparks, Nevada; and

WHEREAS, CITY is acquiring 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 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 Realignment Project.

WHEREAS, the construction and reconstruction of the North Truckee Drain Realignment Project 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 a portion of the North Truckee Drain Realignment Project more particularly described as Exhibit "B" and depicted as Exhibit "B-1" attached hereto, and made a part hereof by reference with said construction to be accomplished CITY and CITY agree that the term of this agreement shall be five (5) years commencing on the 14<sup>th</sup> day of October, 2013, and terminating on the 13<sup>th</sup> day of October, 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 the North Truckee Drain Realignment Project 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 the 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: 034-171-24 as more particularly designated as Exhibit Map "B" and depicted on Exhibit "B-1" attached hereto for the purposes herein stated.

2. To indemnify, hold harmless and defend the 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.

GV, EGC, LLC  
By: Mark D. Meiser 10/14/13  
Mark D. Meiser Date  
Manager

CITY  
By: Neil C. Krutz, P.E. 10/16/13  
Deputy City Manager Date

By: Kathy M. Drake 10/14/13  
Kathy M. Drake Date  
Manager

By: Marilyn M. Bowden 10/14/13  
Marilyn M. Bowden Date  
Manager

APPROVED as to FORM  
By: Shirle T. Eiting 10/14/13  
Shirle T. Eiting Date  
Senior Assistant City Attorney

**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-171-24**

A temporary construction easement over and across a portion of Parcel 2 as shown on Parcel Map No. 805 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-24 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 a point on the Westerly Right-of-Way of Madison Avenue from which the centerline monument at the intersection of Larkin Circle and Madison Avenue bears North 49°07'10" East a distance of 107.68 feet; thence along said Westerly Right-of-Way line South 27°20'27" West a distance of 36.10 feet; thence departing said Westerly Right-of-Way line North 62°39'55" West a distance of 29.43 feet; thence North 27°45'13" East a distance of 37.11 feet; thence South 60°40'59" East a distance of 29.18 feet more or less to the **True Point of Beginning**.

Containing 1072 square feet of land more or less.

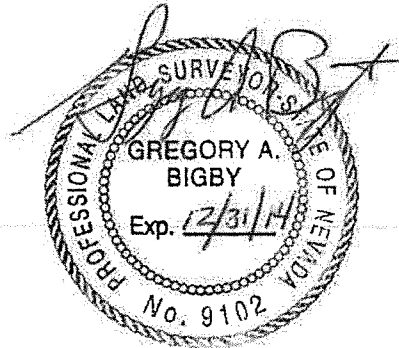
See Exhibit Map B-1 attached hereto and made a part of this description by reference.

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

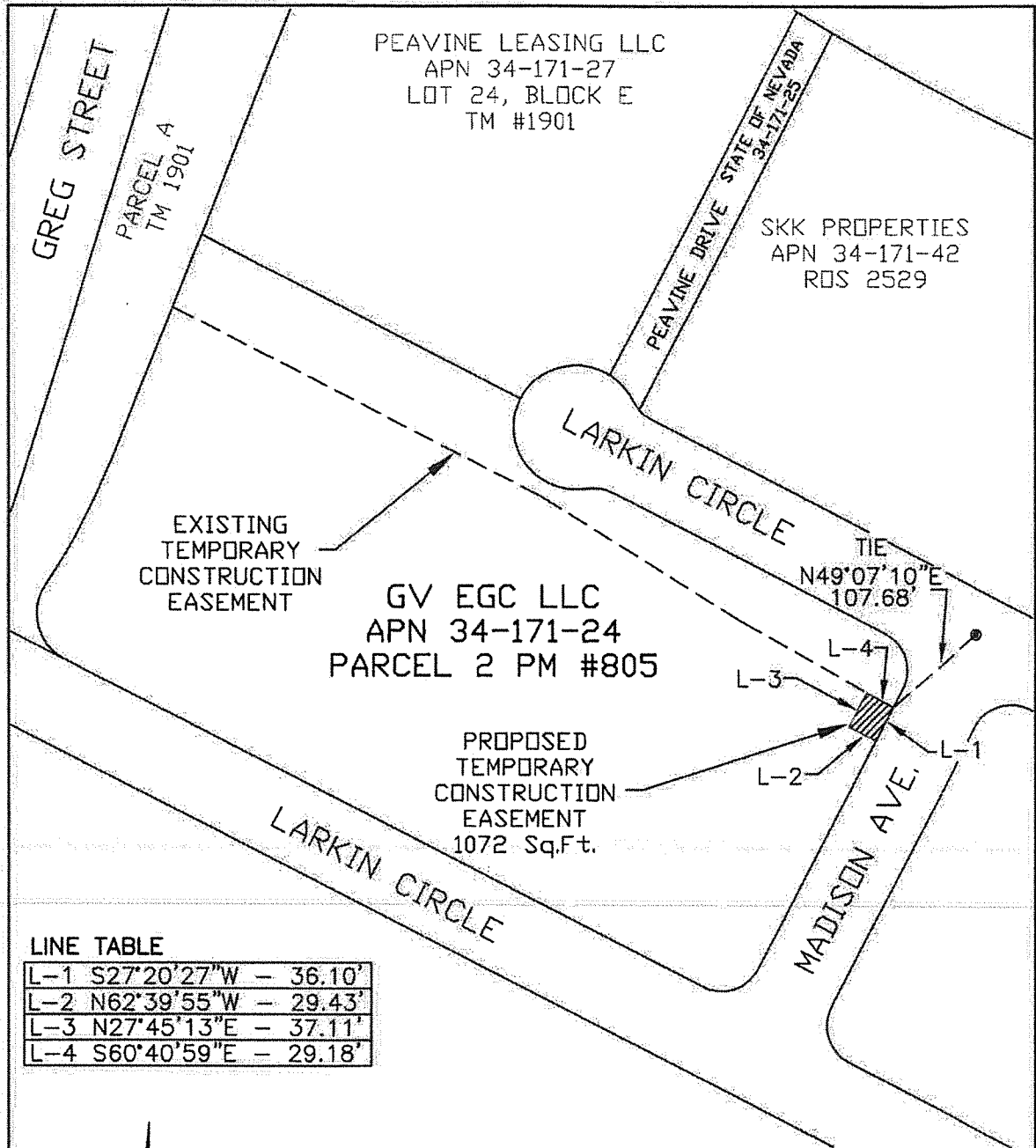
Prepared By;

Bigby and Associates, Inc.  
1280 Terminal Way, #32  
Reno, Nevada 89502

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



04-22-2013



LINE TABLE

L-1	S27°20'27"W	- 36.10'
L-2	N62°39'55"W	- 29.43'
L-3	N27°45'13"E	- 37.11'
L-4	S60°40'59"E	- 29.18'



NOT TO SCALE

**B** BIGBY AND ASSOCIATES

1280 TERMINAL WAY #32  
RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 04-19-13

**EXHIBIT MAP B-1**

CITY OF SPARKS - GV EGC LLC, APN 34-171-24  
TEMPORARY CONSTRUCTION EASEMENT

North Truckee Drain  
Realignment Project  
GV, EGC, LLC  
APN: 034-171-24  
45,972 Square Feet

TEMPORARY CONSTRUCTION EASEMENT  
FOR STORM DRAIN PIPELINE

THIS AGREEMENT, entered into this 14<sup>th</sup> day of October, 2013, by and between GV, EGC, 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, OWNERS 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.034-171-24; as located at 2225 East Greg Street, Sparks, Nevada; and

WHEREAS, CITY is acquiring 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 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 Realignment Project.

WHEREAS, the construction and reconstruction of the North Truckee Drain Realignment Project 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 a portion of the North Truckee Drain Realignment Project more particularly described as Exhibit "B" and depicted as Exhibit "B-1" attached hereto, and made a part hereof by reference with said construction to be accomplished CITY and CITY agree that the term of this agreement shall be five (5) years commencing on the 14<sup>th</sup> day of October, 2013, and terminating on the 13<sup>th</sup> day of October, 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 the North Truckee Drain Realignment Project 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 the 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: 034-171-24 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.

GV, EGC, LLC  
By: Mark D. Meiser 10/14/13  
Mark D. Meiser Date  
Manager

CITY  
By: Neil C. Krutz, P.E. 10/16/13  
Deputy City Manager Date

By: Kathy M. Drake 10/14/13  
Kathy M. Drake Date  
Manager

By: Marilyn M. Bowden 10/14/13  
Marilyn M. Bowden Date  
Manager

APPROVED as to FORM  
By: Shirley T. Eiting 10/14/13  
Senior Assistant City Attorney Date



**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-171-24**

A temporary construction easement over and across a portion of Parcel 2 as shown on Parcel Map No. 805 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-171-24 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 Northern most corner of the aforementioned Parcel 2 and along the Northerly line of said Parcel 2 the next six (6) courses:

- 1) South 62°40'00" East a distance of 344.07 feet to the beginning of a non-tangent curve;
- 2) thence from a radial line which bears South 62°38'44" East curving to the left with a radius of 60.00 feet, through a central angle of 126°53'27", with an arc distance of 132.88 feet to a point of reverse curvature;
- 3) thence through a central angle of 36°52'11" with a radius of 40.00 feet, an arc distance of 25.74 feet ;
- 4) thence South 62°40'00" East a distance of 296.09 feet to the beginning of a tangent curve;
- 5) thence through a central angle of 89°59'50" with a radius of 40.00 feet, an arc distance of 62.83 feet;
- 6) thence South 27°20'00" West a distance of 20.01 feet;  
thence departing said Northerly line North 60°40'59" West a distance of 169.95 feet;  
thence North 57°48'17" West a distance of 225.70 feet;  
thence North 62°40'00" West a distance of 397.72 feet to a point on the Westerly line of the aforementioned Parcel 2; thence along said Westerly line North 21°28'21" East a distance of 75.42 feet more or less to the **True Point of Beginning**.

Containing 45,972 square feet of land more or less

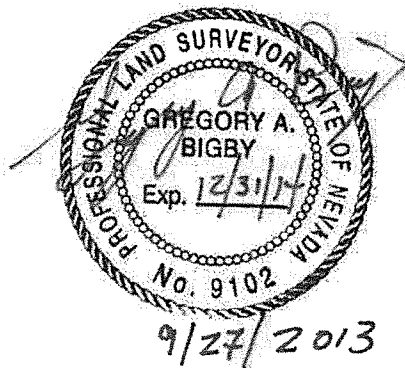
See Exhibit Map B-1 attached hereto and made a part of this description by reference.

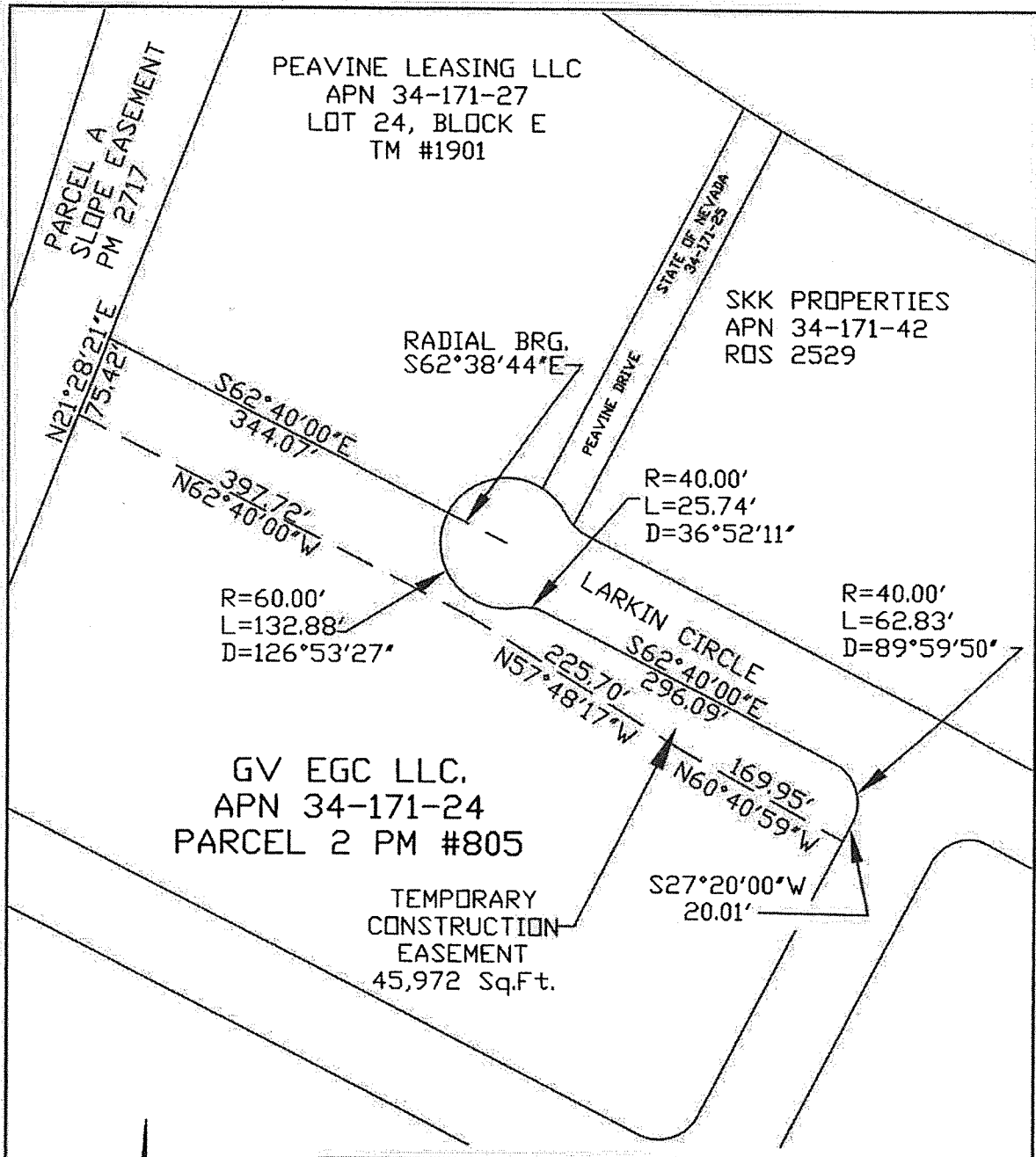
The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

Bigby and Associates, Inc.  
1280 Terminal Way #32  
Reno, Nevada 89502

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





**BIGBY AND ASSOCIATES, INC**

1280 TERMINAL WAY #32  
 RENO, NEVADA 89502 (775) 851-0432

JOB#200902 DATE 09-27-13  
 CITY OF SPARKS - GV EGC LLC. APN 34-171-24  
 TEMPORARY CONSTRUCTION EASEMENT

**EXHIBIT MAP B-1**