

PURCHASE AGREEMENT

This Agreement made the _____ day of _____, 2016, by and between The City of Sparks, a municipal corporation, hereinafter referred to as "CITY", and Jerome D. Krug, Jr. and Beth A. Krug, husband and wife as joint tenants, as to an undivided 50% interest, and Jerry T. Bellon and Colleen L. Bellon, husband and wife as joint tenants, as to an undivided 50% interest, all as tenants in common, and to the heirs and assigns of such Grantee forever hereinafter referred to collectively as "OWNER."

WHEREAS, OWNER has title to certain real property in Washoe County, Nevada described as Washoe County Assessor's Parcel Numbers 034-172-18 and 034-172-19; and

WHEREAS, CITY desires to purchase a Permanent Storm Drain Easement and a Temporary Construction Easement on a portion of said real property, as more particularly described and depicted on Exhibits A, A-1, B and B-1, attached hereto and made a part hereof (the "Property") on mutually agreeable terms in order to construct the North Truckee Drain Realignment Project ("Project"); and

WHEREAS, the parties have been able to negotiate mutually agreeable terms and conditions on all issues and desire by this Agreement to set forth their rights and obligations to each other with respect to said property.

WITNESSETH:

That BUYER and OWNER, in consideration of the payment hereinafter identified and the mutual covenants hereinafter set forth, agree as follows:

SECTION ONE

RIGHT TO PURCHASE

OWNER agrees to sell and the CITY agrees to purchase on such terms and conditions as are hereinafter set forth, a permanent storm drain easement and a temporary construction easement, including, without limitation all severance damages, tenements, appurtenances and hereditaments appertaining thereto. Upon execution of this Agreement, the CITY shall have the right to enter the Property, following reasonable notice, to inspect and evaluate the Property for future public use.

SECTION TWO

PURCHASE PRICE

The purchase price for the Property shall be THREE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHT AND NO/100 DOLLARS (\$394,408.00), which shall be the total purchase price for all the Property and any and all rights as described in SECTION ONE. The purchase price shall be paid to OWNER at the close of escrow.

SECTION THREE

TITLE

The Property interests are to be conveyed by a Grant of Easement for Storm Drain Pipeline and a Temporary Construction Easement, subject only to those exceptions to title listed in the preliminary title report which are approved or waived by the CITY. Notwithstanding any other provision of this Agreement to the contrary, title shall be good and marketable.

SECTION FOUR

SELLER NOT TO ENCUMBER

During the period between the execution of this Agreement and close of escrow, or termination of this Agreement, OWNER shall not sell, convey, mortgage, or otherwise encumber the Property or any part of it, or enter into any new lease or letting of the Property, or any part of the Property. If any sale, conveyance, mortgage, encumbrance, or lease shall be made by OWNER in disregard of the foregoing, OWNER shall pay to CITY, such amounts as may be proven as CITY's damages for OWNER's breach or CITY may terminate, at its option.

SECTION FIVE

EASEMENT UTILIZATION

The Easements shall be used to construct, excavate, alter, maintain, inspect, repair, reconstruct, and operate storm drain facilities, and to provide access thereto and other necessary or convenient appurtenances connected therewith as described in the Easement Documents.

SECTION SIX

ESCROW; CLOSING

A. CITY shall open an escrow with Ticor Title of Nevada, Inc. within ten (10) days after the proper execution of this Agreement by both parties. Escrow shall close within sixty (60) days of the proper execution of this Agreement by both parties.

B. All necessary documents shall be delivered to the escrow agent and all payments required herein shall be made to the escrow agent. OWNER and CITY shall execute such escrow instructions, consistent with the terms of this Agreement, as may be requested by the escrow agent from time to time or as necessary to effectuate the agreement between the parties.

C. All costs of any escrow, title insurance, and recording fees including the cost of a CLTA title insurance policy will be paid by CITY.

D. If closing is not accomplished within sixty (60) days from the date this Agreement is properly executed by both parties and the failure to close is due to the acts or omissions of the OWNER, the CITY shall be entitled to seek an order from a court compelling the OWNER to complete the transaction or, alternatively, terminate this Agreement and pursue any viable alternative it desires. Conversely, if escrow does not close and the failure is due to the acts or omissions of CITY, OWNER may terminate. If this Agreement is terminated, all deposits made by either party into escrow as part of this Agreement shall be returned to the party who made the deposit.

SECTION SEVEN

POSSESSION AND RISK OF LOSS

Notwithstanding any other provision of this agreement, the right of possession and use of the subject property by City, including the right to remove and dispose of improvements, shall commence on execution of this agreement or the close of escrow controlling this transaction, whichever occurs first and the amount shown in Section 2 hereof includes, but is not limited to, full payment for such possession and use including interest and damages, if any from said date and OWNER shall maintain the Property in its present condition, reasonable wear from ordinary use excepted.

Risk of loss from fire or other casualty to the Property shall be OWNER'S until transfer of possession as provided in this Agreement. OWNER shall maintain adequate insurance against loss, including extended coverage, during such period.

SECTION EIGHT

NOTICES

Any notice under this Agreement shall be given in writing to the party for whom it is intended by personal delivery, facsimile, or by registered mail at the following address, or such future address as may be designated in writing to:

OWNER,

Jerome D. Krug, Jr. and Beth A. Krug, Jerry T. Bellon and Colleen L. Bellon

P. O. Box 2602

Truckee, CA 96160

CITY of SPARKS,

John Martini, P.E., Community Services Director

431 Prater Way

Sparks, Nevada 89431

Notices sent by mail shall be deemed to have been received three days after mailing.

SECTION NINE

PERSONS BOUND

This Agreement shall be binding and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties.

SECTION ELEVEN

ATTORNEY FEES

A. The parties acknowledge that each party has had an opportunity to be represented by separate counsel concerning the particulars of this Agreement. OWNER further represents that in the

absence of an attorney to review and advise it of its right, that OWNER has relied upon its own knowledge and judgment in willingly and knowingly executing this Agreement and has not been influenced or coerced into executing same by any acts, representations, or statements of CITY, its officers, employees, or agents.

B. If either party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to a reasonable attorney fees and costs of suit.

SECTION TWELVE

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous written and oral provisions, representations, or conditions regarding the sale of said property.

SECTION THIRTEEN

JURISDICTION

The parties agree that all disputes shall be resolved in accordance with the laws of the State of Nevada and that the parties submit to the jurisdiction of the Second Judicial District Court or such other state Court in Washoe County as is appropriate for the resolution of all matters arising under this Agreement.

· THE CITY OF SPARKS, a municipal corporation,

By: _____
Name: Geno Martini
Title: Mayor

(STATE OF NEVADA)
(COUNTY OF WASHOE)

The above-instrument was acknowledged before me this _____ day of _____,
2016, by _____ as _____
_____.

Notary Public

APPROVED AS TO LEGALITY AND FORM:

Shirle T. Eiting
Sr. Assistant City Attorney

(Owner)

By: Jerome D. Krug, Jr.

By: Beth A. Krug

By: Jerry T. Bellon

By: Colleen L. Bellon

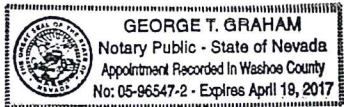
STATE OF NEVADA)

COUNTY OF WASHOE)

The above instrument was acknowledged before me this 7 day of SEPTEMBER, 2016,

by BETH A. KRUG AND JEROME D. KRUG JR.

George T. Graham
Notary Public



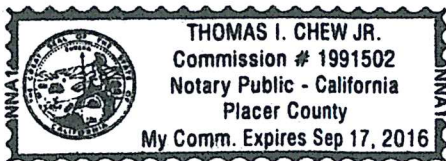
STATE OF CALIFORNIA)

COUNTY OF PLACER)

The above instrument was acknowledged before me this 8TH day of SEPTEMBER, 2016,

by JERRY TODD BELLON AND COLLEEN LITTLE BELLON

Thomas I. Chew Jr.
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of PLACER)

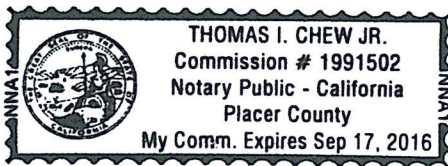
On 9/8/16 before me, THOMAS I CHEW JR., ^{NOTARY} _{PUBLIC}
Date Here Insert Name and Title of the Officer

personally appeared JERRY TODD BELLON AND COLLEEN LITTLE BELLON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PURCHASE AGREEMENT Document Date: 9/8/16

Number of Pages: 16 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JERRY TODD BELLON

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: COLLEEN LITTLE BELLON

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

APN: 034-172-18

APN: 034-172-19

Mail Tax Statement to
Grantor at Address below:
Jerome D. Krug, Jr. & Beth A. Krug
Jerry T. & Colleen L. Bellon
P. O. Box 2602
Truckee, CA 96160

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

GRANT OF EASEMENT
For
STORM DRAIN PIPELINE

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between, JEROME D. KRUG, JR. AND BETH A. KRUG, husband and wife, and JERRY T. BELLON AND COLLEEN L. BELLON, husband and wife (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 Exhibits "A" and "A-1", and as depicted in Exhibits "B" and "B-1" for the purpose of constructing, installing, altering, maintaining, repairing, and operating storm drain pipeline facilities including, but not limited to, underground or above ground storm drain manholes and access vaults, underground storm drain conveyance facilities, and any other convenient appurtenances connected therewith (collectively "Storm Drain Pipeline Facilities"), provided however that appurtenances, manholes, and access vaults shall not substantially interfere with GRANTOR's use of the surface of the Easement Area or any part of APNs 034-172-18 and 034-172-19 outside the Easement Area. Once CITY has completed construction of Storm Drain Facilities, CITY shall not leave open the trench holding the storm drain pipeline facilities except temporarily for maintenance or repair or as expressly permitted in writing by GRANTOR.

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 Exhibits "A" and "A-1", 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. 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.

6. Notwithstanding the foregoing, GRANTOR may install or construct asphalt paving or standard concrete for purposes of providing parking within the Easement Area with CITY's consent, which shall not be unreasonable withheld. GRANTOR intends to install or construct asphalt paving or standard concrete for purposes of providing parking within the Easement Area upon completion of CITY's construction of the project improvements.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the heirs, executors, administrators, successors, and assigns of GRANTOR and CITY.

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

By:

Jerome D. Krug, Jr.

By: [Signature]
Beth A. Krug

By: [Signature]
Jerry T. Bellon

By: [Signature]
Colleen L. Bellon

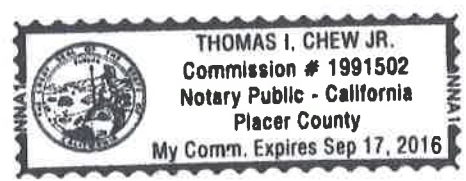
This instrument was acknowledged before me, a Notary Public, on this 7 day of SEPTEMBER, 2016, by Jerome D. Krug, Jr. and Beth A. Krug

[Signature]
Notary Signature



This instrument was acknowledged before me, a Notary Public, on this 8TH day of SEPTEMBER, 2016 by Jerry T. Bellon and Colleen L. Bellon.

[Signature]
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of PLACER)

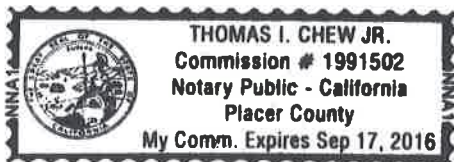
On 8 SEPT 2016 before me, THOMAS I CHEW JR, PUBLIC NOTARY
Date Here Insert Name and Title of the Officer

personally appeared JERRY TODD BELLON AND COLLEEN LITTLE BELLON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Easement for Storm Drain Pipeline Document Date: 9/8/16
Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JERRY TODD BELLON
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: COLLEEN LITTLE BELLON
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"
Storm Drain Easement
Legal Description (APN: 34-172-18)

A storm drainage easement over and across a portion of Parcel 1 as shown on Parcel Map No. 2717 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-172-18 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 Northwesterly corner of the aforementioned Parcel 1 thence along the Westerly line of said Parcel 1, South 00°14'44" West a distance of 34.68 feet to the beginning of a non-tangent curve, and the **Point of Beginning** of this description; thence departing said Westerly line from a radial line which bears South 15°10'41" West curving to the right with a radius of 11,722.50 feet, through a central angle of 00°03'18", with an arc distance of 11.23 feet to a point of compound curvature; thence from a radial line which bears South 15°15'40" West curving to the right with a radius of 11,326.00 feet, through a central angle of 01°06'48", with an arc distance of 220.08 feet to a point on the Easterly line of said Parcel 1; thence along said Easterly line South 03°05'01" East a distance of 45.08 feet to the beginning of a non-tangent curve; thence departing said Easterly line from a radial line which bears South 16°27'02" West curving to the left with a radius of 11,283.00 feet, through a central angle of 01°11'20", with an arc distance of 234.10 feet to a point on the aforementioned Westerly line of Parcel 1; thence along said Westerly line North 00°14'44" East a distance of 43.99 feet more or less to the **True Point of Beginning**.

Containing 9,890 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;

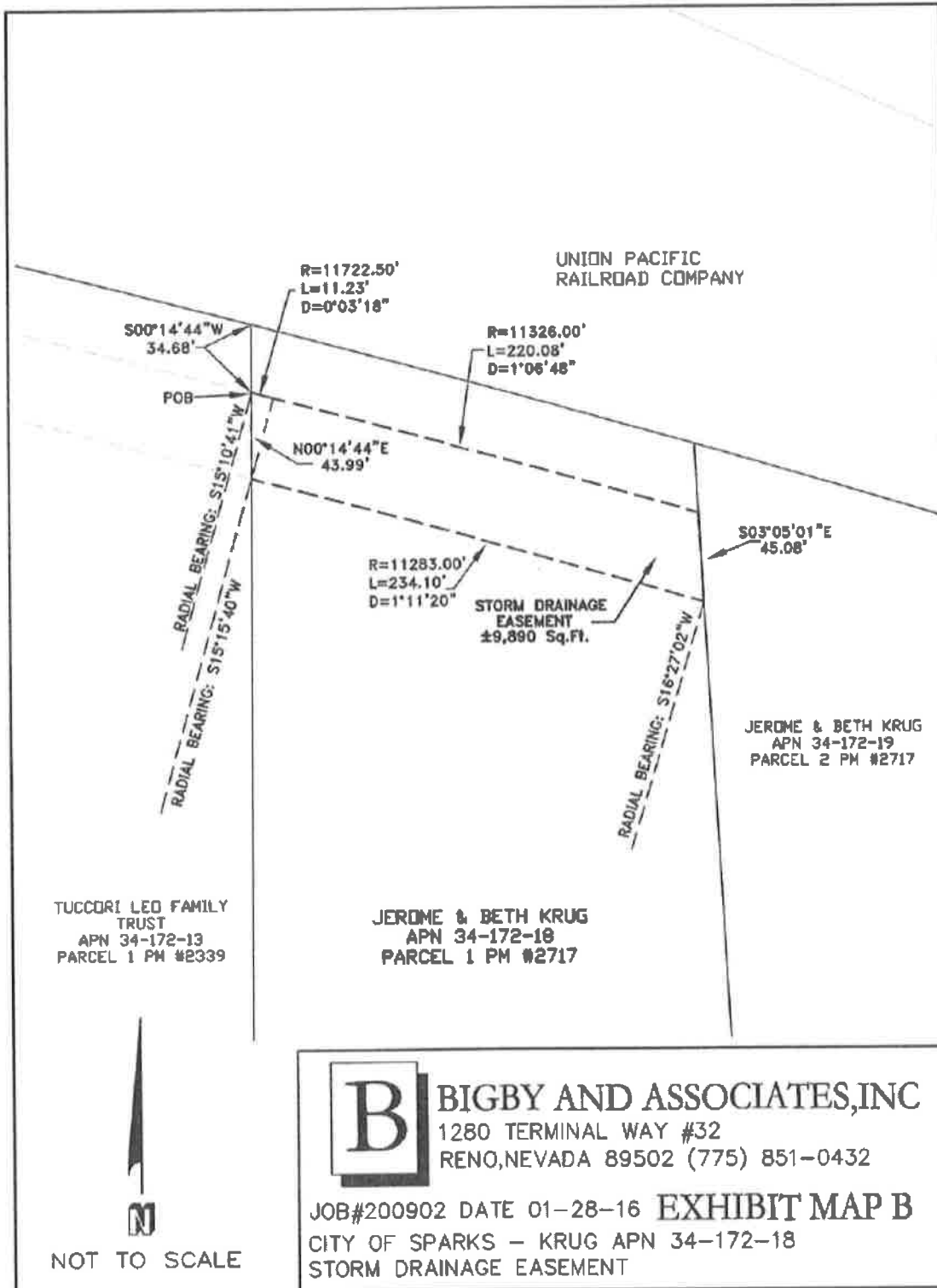
Bigby and Associates, Inc.
1280 Terminal Way #32
Reno, Nevada 89502

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



01-28-2016

EXHIBIT "B"
Storm Drain Easement
Depiction (APN: 34-172-18)




N
 NOT TO SCALE



BIGBY AND ASSOCIATES, INC
 1280 TERMINAL WAY #32
 RENO, NEVADA 89502 (775) 851-0432
 JOB#200902 DATE 01-28-16 **EXHIBIT MAP B**
 CITY OF SPARKS - KRUG APN 34-172-18
 STORM DRAINAGE EASEMENT

EXHIBIT "A-1"
Storm Drain Easement
Legal Description (APN: 34-172-19)

A storm drainage easement over and across a portion of Parcel 2 as shown on Parcel Map No. 2717 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-172-19 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 Northwestern corner of the aforementioned Parcel 2 thence along the Westerly line of said Parcel 2, South 03°05'01" East a distance of 35.52 feet to the beginning of a non-tangent curve, and the **Point of Beginning** of this description; thence departing said Westerly line from a radial line which bears South 16°22'28" West curving to the right with a radius of 11,326.00 feet, through a central angle of 01°17'51", with an arc distance of 256.48 feet to a point of compound curvature; thence from a radial line which bears South 17°40'19" West curving to the right with a radius of 121.50 feet, through a central angle of 89°33'49", with an arc distance of 189.93 feet; thence South 17°14'08" West a distance of 92.64 feet to a point on the Southerly line of the aforementioned Parcel 2; thence along said Southerly line North 89°45'16" West a distance of 44.44 feet; thence departing said Southerly line North 17°14'08" East a distance of 105.62 feet to the beginning of a tangent curve to the left; thence through a central angle of 89°33'49" with a radius of 79.00 feet, an arc distance of 123.49 feet to a point of compound curvature; thence from a radial line which bears South 17°40'19" West curving to the left with a radius of 11,283.00 feet, through a central angle of 01°13'17", with an arc distance of 240.53 feet to a point on the aforementioned Westerly line of Parcel 2; thence along said Westerly line North 03°05'01" West a distance of 45.08 feet more or less to the **True Point of Beginning**.

Containing 21,434 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).

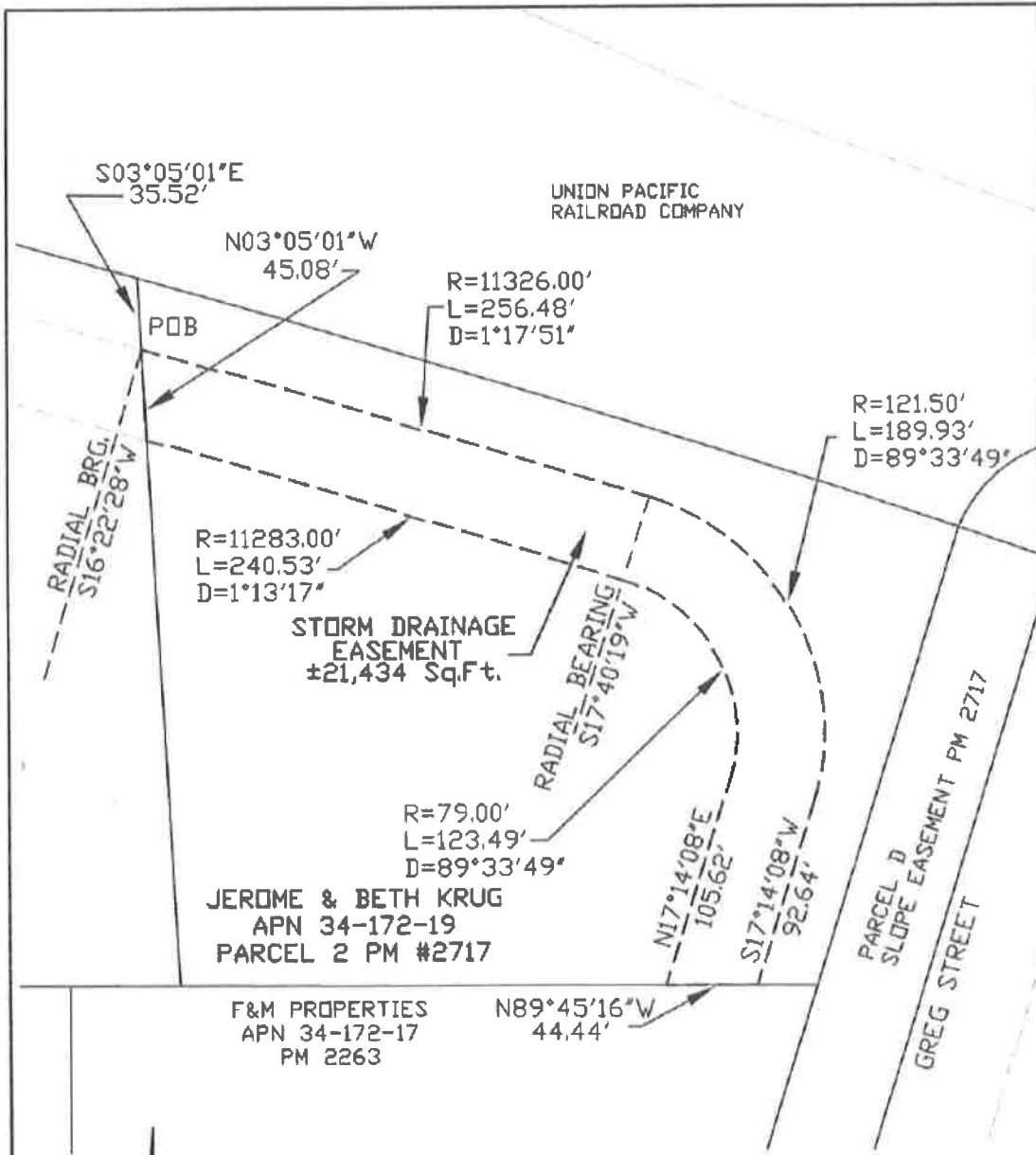
Prepared By;

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

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



EXHIBIT "B-1"
Storm Drain Easement
Depiction (APN: 34-172-19)



NOT TO SCALE

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

JOB #200902 DATE 01-28-16 **EXHIBIT MAP B**
 CITY OF SPARKS - KRUG APN 34-172-19
 STORM DRAINAGE EASEMENT

North Truckee Drain
Realignment Project
APN: 034-172-18
APN: 034-172-19

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between JEROME D. KRUG, JR. AND BETH A. KRUG, husband and wife, and JERRY T. BELLON AND COLLEEN L. BELLON, husband and wife, hereinafter referred to as OWNERS, and the CITY OF SPARKS, a municipal corporation, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, Jerome D. Krug, Jr. and Beth A. Krug, and Jerry T. Bellon and Colleen L. Bellon, 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. 034-172-18 and Assessor's Parcel No. 034-172-19, also known as 2090 Kleppe Lane, Sparks, Nevada.

WHEREAS, CITY, is acquiring easement 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 Exhibits "A" and "A-1" and depicted as Exhibits "B" and "B-1" 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 two (2) years commencing on the 1st day of October, 2016, and terminating on the 30th day of September, 2018, unless extended in writing by the parties.

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

3. To indemnify, and hold harmless and defend OWNERS from any liability, damages, losses, claims,

actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of CITY, its employees or agents arising by reason of any use or condition of the premises.

ARTICLE II – OWNERS AGREE:

1. To grant permission to CITY, and to its authorized Agents and Contractors, for entry upon OWNERS land described as a portion of APN: 034-172-18 and APN: 034-172-19 as more particularly designated as Exhibits "A" and "A-1" and depicted on Exhibits "B" and "B-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.

APPROVED AS TO FORM

By: _____
Shirle T. Eiting
Sr. Assistant City Attorney

THE CITY OF SPARKS, a municipal corporation,

By: _____
John A. Martini, P.E.
Community Services Director

(STATE OF NEVADA)
(COUNTY OF WASHOE)

The above-instrument was acknowledged before me this _____ day of _____, 2016, by
_____ as _____
_____.

Notary Public

OWNERS:

By: _____
Jerome D. Krug, Jr.

By: _____
Beth A. Krug

By: _____
Jerry T. Bellon

By: _____
Colleen L. Bellon

STATE OF NEVADA)

COUNTY OF WASHOE)

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by JEROME D. KRUG JR. AND BETH A. KRUG

Notary Public



STATE OF CALIFORNIA)

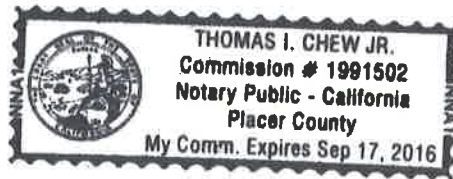
COUNTY OF PLACER)

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Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of PLACER)

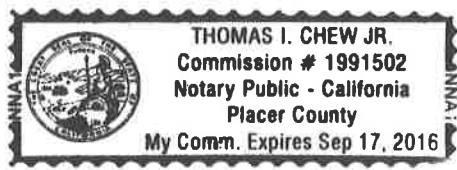
On 8 SEPTEMBER 2016 before me, THOMAS I CHEW JR, PUBLIC ^{NOTARY}
Date Here Insert Name and Title of the Officer

personally appeared JERRY TODD BELLON AND COLLEEN LITTLE BELLON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document CONSTRUCTION
Title or Type of Document: TEMPORARY EASEMENT Document Date: 9/8/16
Number of Pages: 48 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: JERRY TODD BELLON Signer's Name: COLLEEN LITTLE BELLON
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT "A"
Temporary Construction Easement
Legal Description
(APN: 34-172-18)

An easement being one-hundred (100) feet in width over and across a portion of Parcel 1 as shown on Parcel Map No. 2717 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-172-18 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:

Said easement consisting of the Northerly one-hundred (100) feet of the aforementioned Parcel 1, measured at right angles to the North line of said real property.

Containing 23,239 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



EXHIBIT "B"
Temporary Construction Easement
Depiction
(APN: 34-172-18)

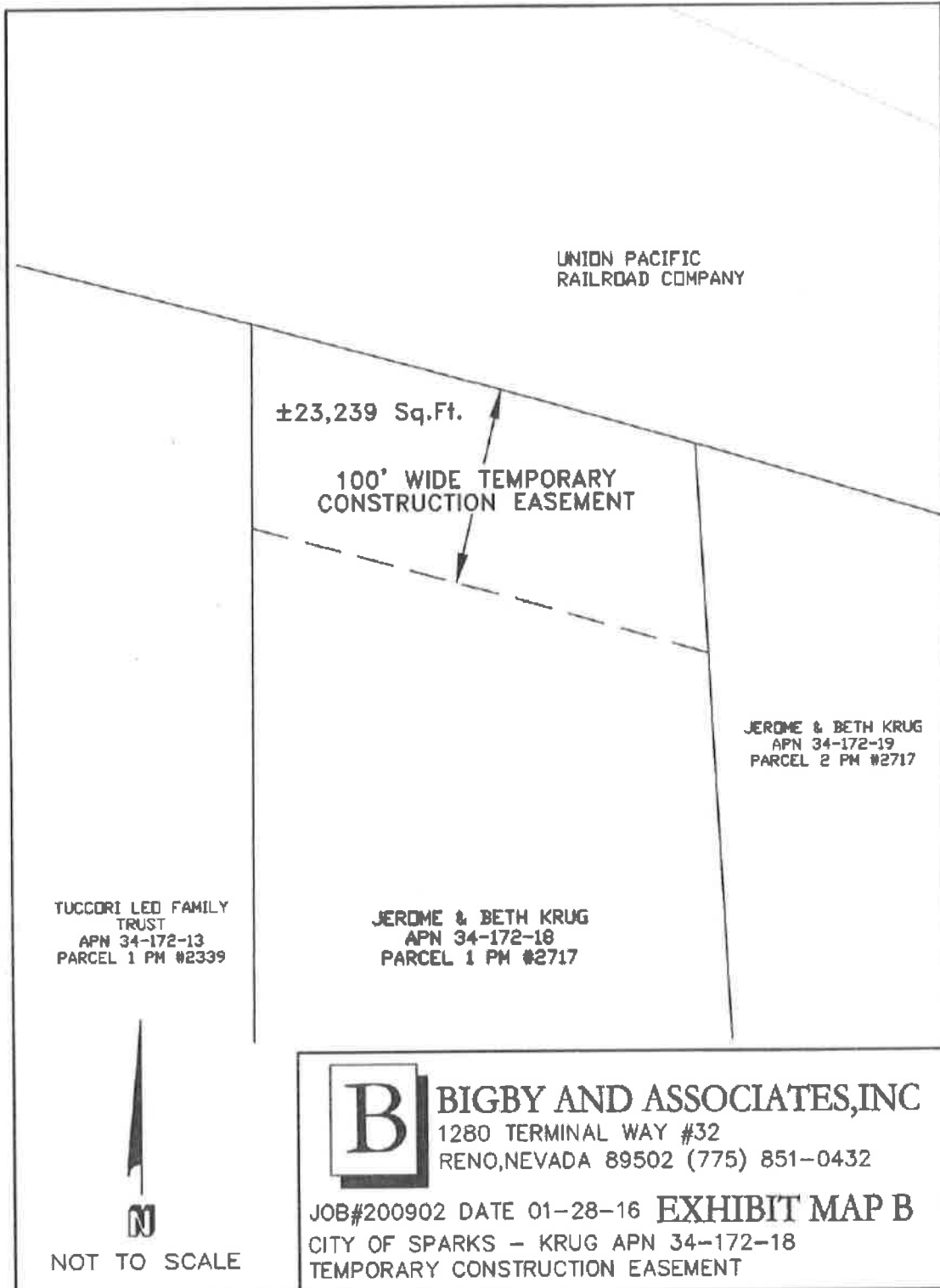


EXHIBIT "A-1"
Temporary Construction Easement
Legal Description
(APN: 34-172-19)

A temporary construction easement over and across a portion of Parcel 2 as shown on Parcel Map No. 2717 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-172-19 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 Northwestern corner of the aforementioned Parcel 2; thence along the Northerly line of said Parcel 2 from a radial line which bears South 16°18'39" West curving to the right with a radius of 11,335.40 feet, through a central angle of 01°30'01", with an arc distance of 296.82 feet to a point of compound curvature; thence continuing along said Northerly line from a radial line which bears South 17°48'37" West curving to the right with a radius of 5,352.23 feet, through a central angle of 01°17'30", with an arc distance of 120.66 feet to the Northeastly corner of said Parcel 2; thence along the Easterly line of said Parcel 2 South 17°15'41" West a distance of 236.36 feet to the Southeastly corner of said Parcel 2; thence along the Southerly line of said Parcel 2 North 89°45'16" West a distance of 121.48 feet; thence departing said Southerly line North 17°15'41" East a distance of 126.83 feet to the beginning of a tangent curve to the left; thence through a central angle of 90°47'29" with a radius of 50.00 feet, an arc distance of 79.23 feet; thence North 73°31'48" West a distance of 213.68 feet to the Westerly line of said Parcel 2; thence along said Westerly line North 03°05'01" West a distance of 106.07 feet more or less to the **True Point of Beginning**

Containing 58,232 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;

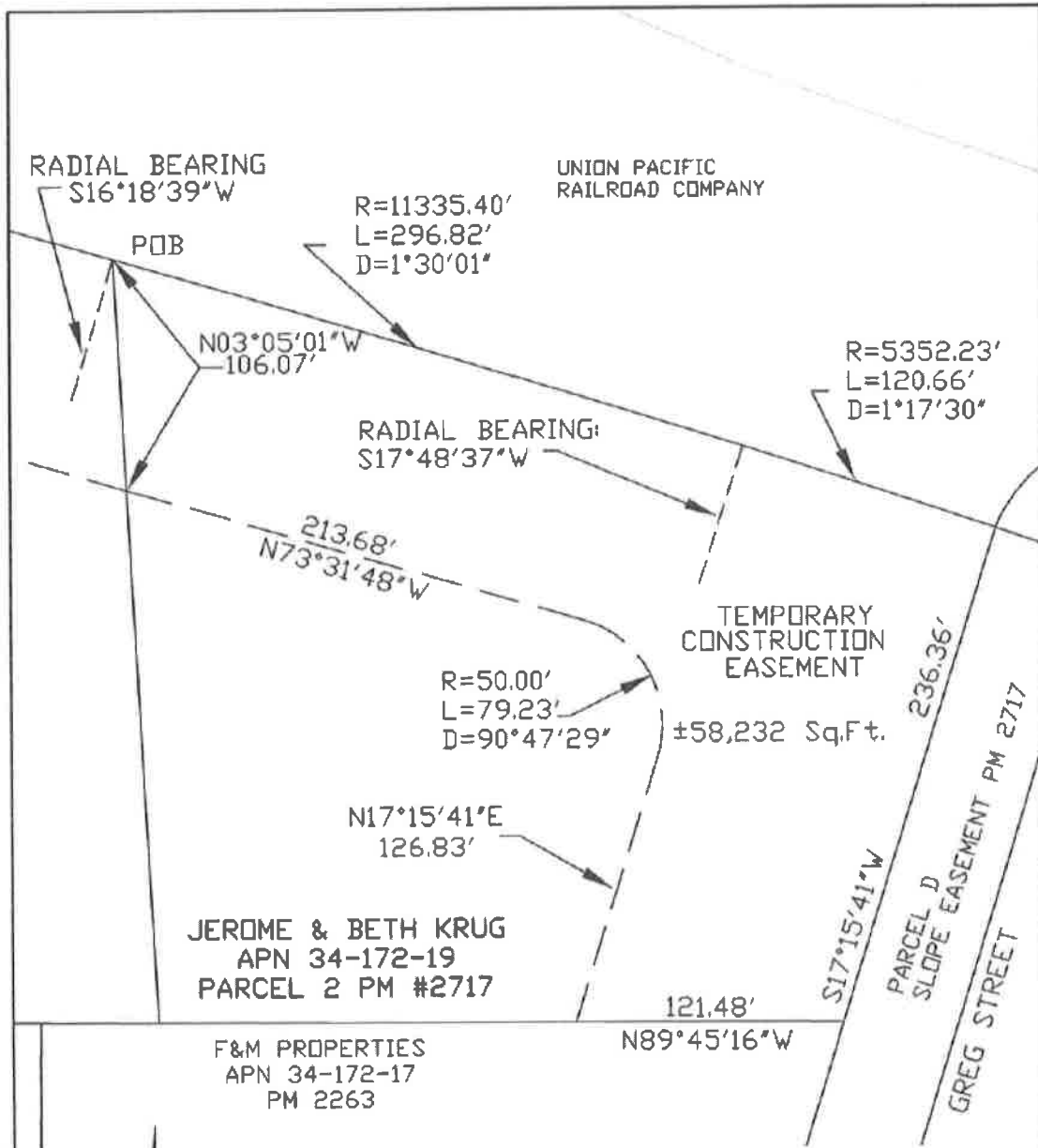
Bigby and Associates, Inc.
1280 Terminal Way #32
Reno, Nevada 89502

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



01-28-2016

EXHIBIT "B-1"
Temporary Construction Easement
Depiction
(APN: 34-172-19)



NOT TO SCALE



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

JOB#200902 DATE 01-28-16 **EXHIBIT MAP B**
 CITY OF SPARKS - KRUG APN 34-172-19
 TEMPORARY CONSTRUCTION EASEMENT