

TEMPORARY RIGHT OF ENTRY FOR CONSTRUCTION

This TEMPORARY RIGHT OF ENTRY FOR CONSTRUCTION is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between JEROME D. KRUG, JR. AND BETH A. KRUG, husband and wife, and JERRY T. BELLON AND COLLEEN L. BELLON, husband and wife, hereinafter collectively called GRANTOR, and the CITY OF SPARKS, a municipal corporation, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED THIRTY SEVEN AND NO/100 DOLLARS (\$155,437.00) lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledge, does by these presents grant and convey unto the GRANTEE and to its assigns for those purposes as contained in Chapter 408 of the Nevada Revised States, a irrevocable temporary right of entry for access to construct portions of the North Truckee Drain Realignment Project improvements, over and across certain real property of the undersigned situate, lying and being in the City of Sparks, County of Washoe, State of Nevada, generally described as a portion of Assessor's Parcel Numbers 034-172-18 and 034-172-19 and more particularly described on Exhibit "A" attached hereto and incorporated herein in by reference.

GRANTEE hereby guarantees that it shall return the real property described in Exhibit A to the condition it was in at the time of Grantee's initial entry upon completion of the project described above and/or compensate GRANTOR the cost to restore the property to its original condition prior to Grantee's initial entry in the amount as shown in Exhibit "B" attached hereto and incorporated herein in by reference.

GRANTEE hereby agrees to indemnify GRANTOR, for any and all damages sustained to the land or any improvements on the land and all injuries, including death, arising from this Temporary Right of Entry for Construction.

GRANTEE hereby agrees during the term of this agreement GRANTEE or its agents, employees, invitees, contractors and subcontractors shall coordinate its construction activities with GRANTOR to ensure that it work is conducted in a manner the will not unreasonably interfere with the joint use and enjoyment of the access area of the GRANTOR and its tenants, and other authorized users.

The Temporary Right of Entry for Construction granted by this instrument shall expire upon completion of the project or by September 30<sup>th</sup>, 2018, whichever is earlier.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Recommended by:

By:  \_\_\_\_\_  
Jerome D. Krug, Jr.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Beth A. Krug

By:  \_\_\_\_\_  
Jerry T. Bellon

By:  \_\_\_\_\_  
Colleen L. Bellon

This property *is* leased/rented to:

This property *is not* leased/rented

Tenant's Name: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Tenant's Telephone Number: \_\_\_\_\_

THE CITY OF SPARKS, a municipal corporation,

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

Date: \_\_\_\_\_

APPROVED AS TO FORM

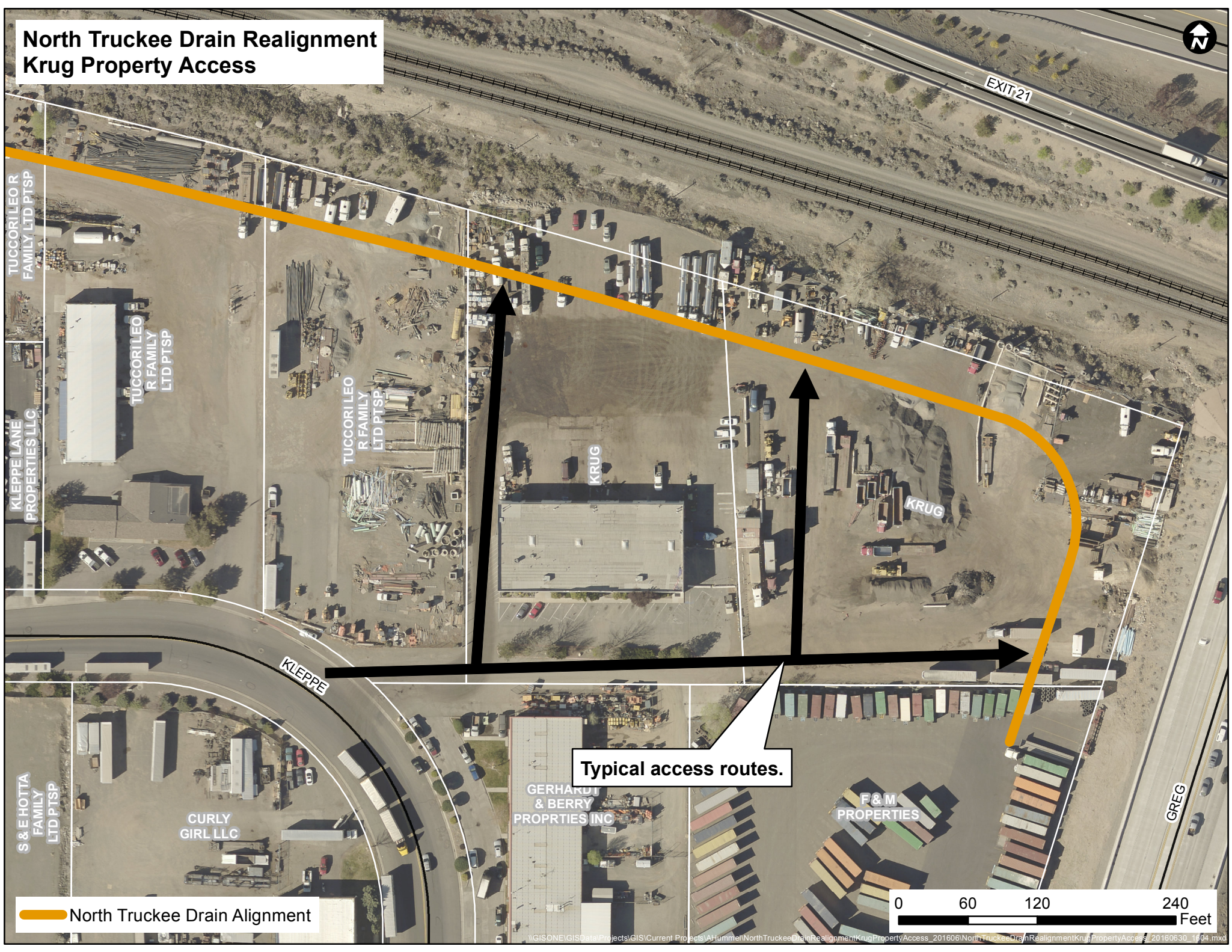
By: \_\_\_\_\_  
Shirle T. Eiting  
Sr. Assistant City Attorney

Project: \_\_\_\_\_

Project No: \_\_\_\_\_

Distribution: City, Consultants

# North Truckee Drain Realignment Krug Property Access



EXIT 21

TUCCORILEO R  
FAMILY LTD PTSP

TUCCORILEO  
R FAMILY  
LTD PTSP

KLEPPE LANE  
PROPERTIES LLC

TUCCORILEO  
R FAMILY  
LTD PTSP

KRUG

KRUG

KLEPPE

S & E HOTTA  
FAMILY  
LTD PTSP

CURLY GIRL LLC

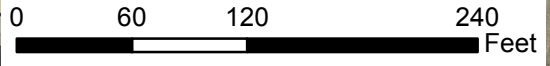
GERHARDT  
& BERRY  
PROPERTIES INC

F&M  
PROPERTIES

GREG

Typical access routes.

North Truckee Drain Alignment



417116



Quantities

Paving =	18,573 SF
3' valley gutter =	102 LF
curb =	207 LF
adjust 50 MFT w/collar =	1 each

102'  
3' width valley gutter

57'

141' @ 50 MFT  
6' curb

105'

271'

29'

199' curb (includes bull nose)

182'

# Advanced Asphalt

P.O. Box 2602/ 10075 Pioneer Trail,  
Ste. 215  
Truckee, CA 96160

Phone: (530)582-0800

Fax: (530)582-4324

CSL# 721719 - NVL#0035835A

Estimate #: 10367

<b>Submitted To:</b> City Of Sparks	<b>Date:</b> 7/20/201
<b>Address:</b> 431 Prater Way Sparks, NV 89432	<b>Phone:</b> (775)353-2399 <b>Fax:</b> (775)353-2325
<b>Contact:</b> Andy	<b>Job Name:</b> Advanced Asphalt - Kleppe Lane
	<b>Job Location:</b> Sparks, NV
	<b>Prop. Owned By:</b>

- 1. CONCRETE & ASPHALT REMOVAL & REPLACEMENT - work to include the following:** **\$94,334.00**  
remove & replace the following:
  - \* 207' of existing post curb
  - \* 102' of 3' concrete valley gutter
  - \* 18,573 sq ft of existing asphalt & haul offIncludes Fine grade existing & add new agg base as needed and compact, installation of 5" of compacted asphalt in 2 course(s), 5" of Type 2 PG64-22 with lime.
- 2. YARD RESTORATION - (TEMP EASEMENT AREA) -area of approx. 81,471 Sq. Feet, furnish and** **\$0.75/SF**  
install aggregate base to include 6" of Grindings (screened) moisture condition & compact. **\$61,103.25**

**The total bid price is: \$155,437.25**

### Special Notes:

- \* All work to be completed in accordance with Standard Specifications for Public Works Construction.
- \* All prep for paving by others, other than stated herein.
- \* Overexcavation and/or stabilization due to the discovery of unsuitable subgrade materials is not included.
- \* Bonds, fees, permits, testing and engineering not included.
- \* Advanced Asphalt's General Engineering "A" license limit is \$5,000,000 in Nevada & unlimited in California.

**TERMS:** Net cash 30 days upon completion and receipt of invoice, no retainage to be held.

**MOBILIZATIONS** Price based on a 1 mobilization(s).

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<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signatur _____ Date of Acceptance _____	<b>CONFIRMED:</b> <b>Advanced Asphalt</b> Authorized Signature _____ Title <b>Jerry Krug, Vice President</b>
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