



February 19, 2014

W. Keith Mentzer, Trustee  
of the Keith Mentzer and Edith Page Mentzer Family 1991 Trust  
1630 Kleppe Lane  
Sparks, Nevada 89431

**RE: Letter Presenting Written Offer  
North Truckee Drain Realignment Project  
APN: 034-392-02**

Dear Mr. Mentzer:

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

Public records indicate that W. Keith Mentzer, Trustee of the W. Keith Mentzer and Edith Page Mentzer Family 1991 Trust is the owner of a parcel of land, a portion of which is needed for construction of this project. With this letter, SPARKS is offering to acquire Easements for those portions of your property described in the enclosed Appraisal Summary Statement. SPARKS offer includes the sum of \$36,572.00 for the Permanent Storm Drain Pipeline Easement and \$21,686.00 for a Five (5) Year Temporary Construction Easement. SPARKS total offer is \$58,258.00 for the Easements to construct the North Truckee Drain Realignment Project.

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 construction 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 SPARKS at (775) 353-1669 or via email at [dvill@cityofsparks.us](mailto:dvill@cityofsparks.us).

Sincerely,

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

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

APN: 034-392-92

Mail Tax Statement to  
Grantor at Address below  
W. Keith Mentzer  
5002 Pleasant View  
Sparks, Nevada 89434

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 19<sup>th</sup> day of February, 2014, by and between, W. Keith Mentzer, Trustee of the Keith Mentzer and Edith Page Mentzer Family 1991 Trust (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 to access (including ingress and egress) over, under, and upon the property described as "Storm Drain Area" more particularly described as APN: 34-392-02, as further described in Exhibit "A" and as depicted in Exhibit "B" for the purpose of constructing, installing, altering, maintaining, repairing, improving, 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".

**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. 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.

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 Area" 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 Area" 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 Area" by CITY.

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

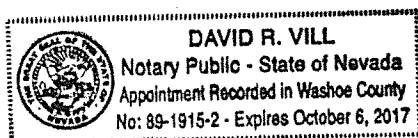
THIS GRANT OF EASEMENT and the terms contained herein shall binding upon the successor's, and assigns, and agents of GRANTOR and CITY.

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

**W. Keith Mentzer, Trustees of the Keith Mentzer and Edith Page Mentzer Family 19091 Trust**

By: W. Keith Mentzer  
W. Keith Mentzer, Trustee

This instrument was acknowledged before me, a Notary Public, on this 19<sup>th</sup> day of FEBRUARY, 2014, by W. Keith Mentzer, Trustee of the Keith Mentzer and Edith Page Mentzer Family 1991 Trust.



David R. Vill  
Notary Signature

**EXHIBIT A**  
**STORM DRAINAGE EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-392-02**

A storm drainage easement over and across a portion of that certain real property as described by Deed Document Number 2497701 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-392-02 situate within North One-half (1/2) of 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 real property thence along the Northerly line of said real property South 81°38'46" East a distance of 282.38 feet to the Northeasterly Corner of said real property; thence along the Easterly line of said real property South 08°21'12" West a distance of 65.00 feet; thence departing said Easterly line North 81°38'46" West a distance of 277.46 feet to a point on the Westerly line of said real property; thence along said Westerly line North 04°01'18" East a distance of 65.19 feet more or less to the **True Point of beginning**.

Containing 18,195 square feet of land more or less.

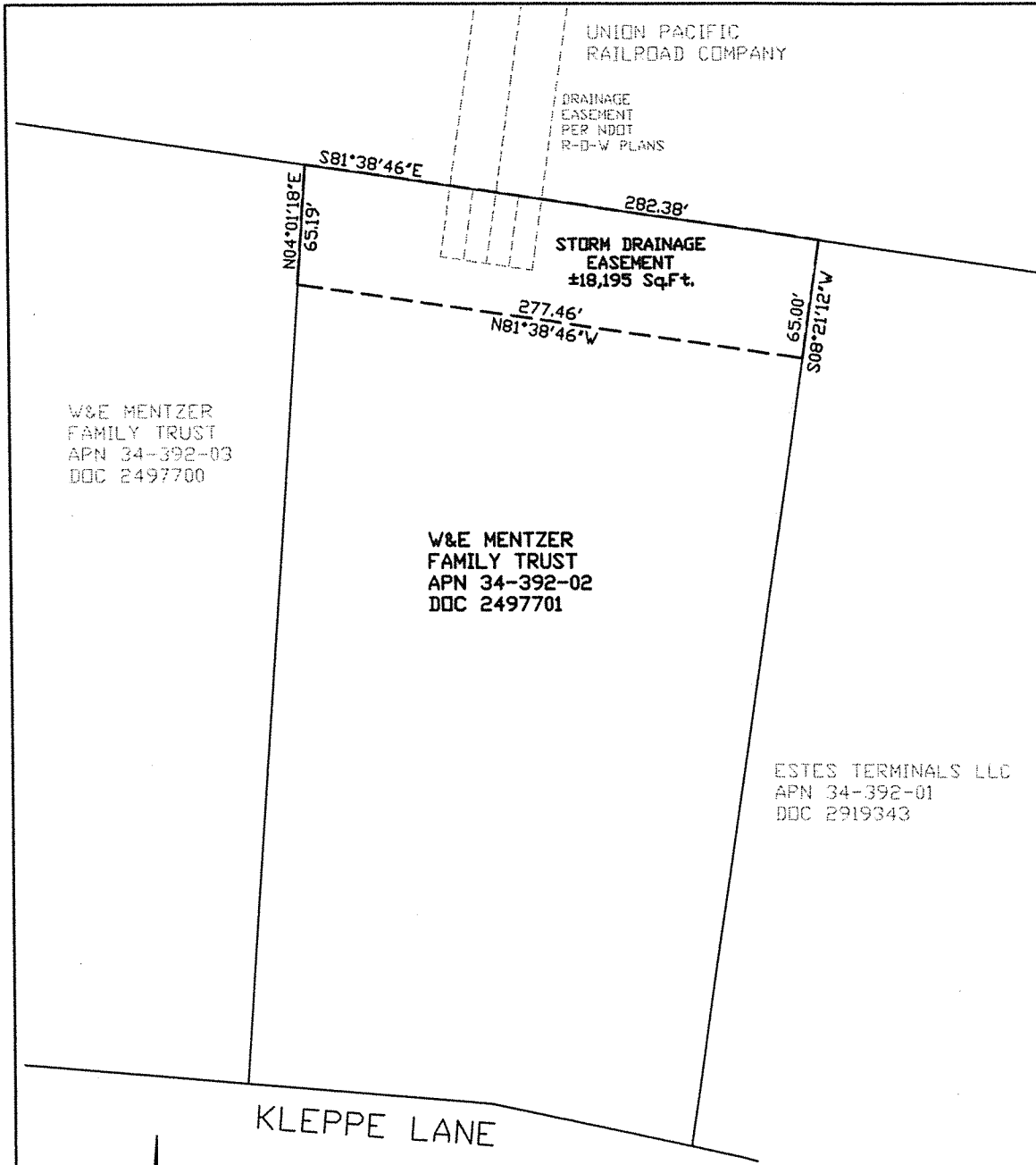
See Exhibit Map B attached hereto and made a part of this description by reference.

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



**BIGBY AND ASSOCIATES, INC**

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

**EXHIBIT MAP B**

JOB#200902 DATE 01-09-14  
CITY OF SPARKS - MENTZER APN 34-392-02  
STORM DRAINAGE EASEMENT

North Truckee Drain  
Realignment Project  
W. Keith Mentzer, Trustee  
APN: 034-392-92

### TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, entered into this 14<sup>th</sup> day of February, 2014, by and between W. Keith Mentzer, Trustee of the Keith Mentzer and Edith Page Mentzer Family 1991 Trust, hereinafter referred to as OWNERS and the City of Sparks, a municipal corporation hereinafter referred to as CITY.

#### WITNESSETH:

WHEREAS, W. Keith Mentzer, Trustee 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.034-392-92 and located at 1660 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 19<sup>th</sup> day of February, 2014, and terminating on the 18<sup>th</sup> day of February, 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: 034-392-92 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.

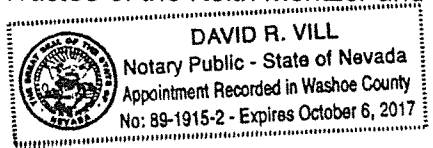
6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to undertake the duties and obligations set forth herein.

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

**Keith Mentzer and Edith Page Mentzer Family 1991 Trust**

By: W. Keith Mentzer Date: 2/19/2014  
W. Keith Mentzer, Trustee

This instrument was acknowledged before me, a Notary Public, on this 19th day of February, 2014, by W. Keith Mentzer, Trustee of the Keith Mentzer and Edith Page Mentzer Family 1991 Trust.



David R Vill  
Notary Public

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**  
**APN 34-392-02**

An easement being one-hundred (100) feet in width over and across a portion of that certain real property as described by Deed Document Number 2497701 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-392-02 situate within the North One-half (1/2) of the Southwest 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 real property, measured at right angles to the North line of said real property.

Consisting of 27,843 square feet of area more or less.

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

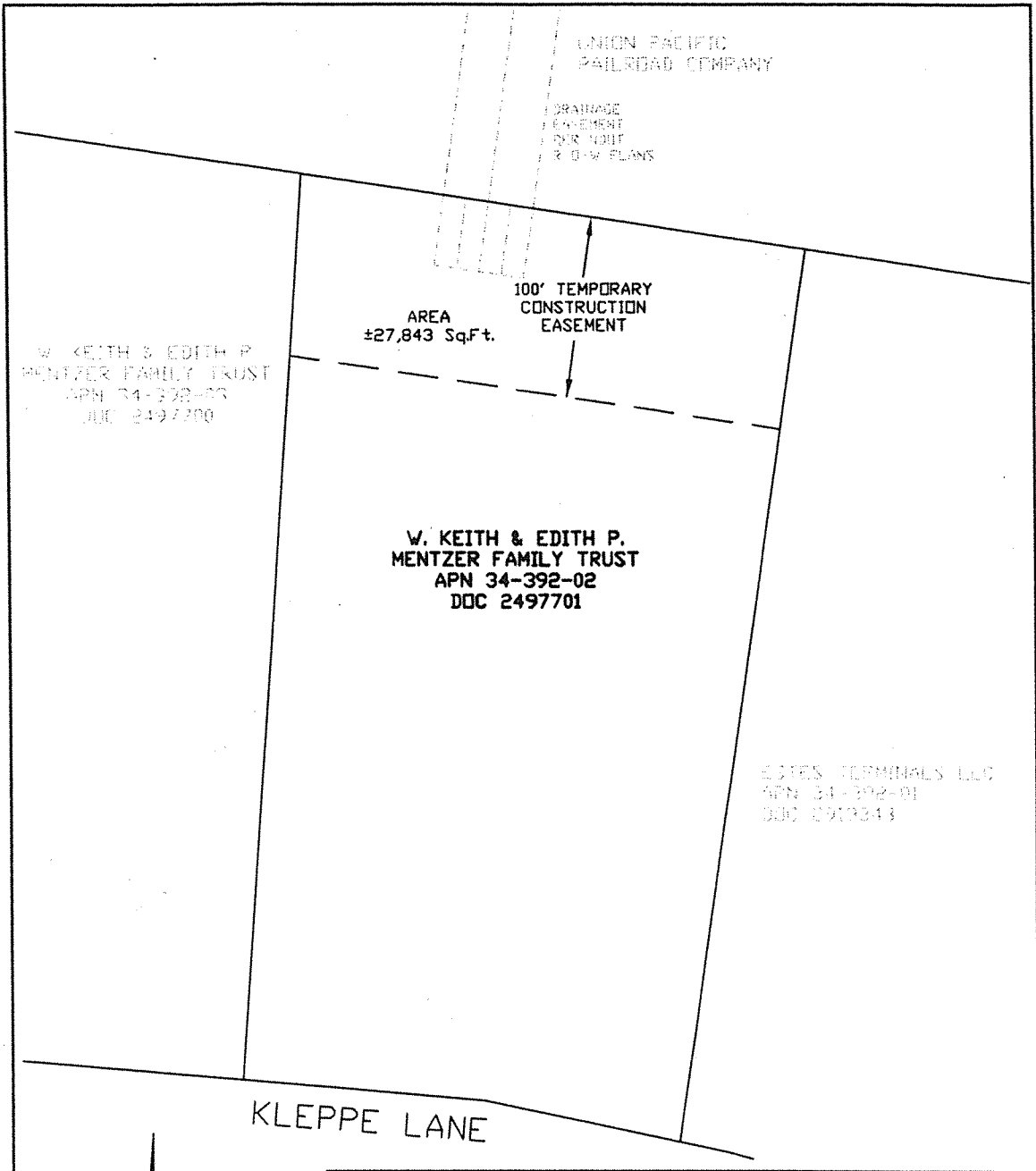
The Basis of Bearings for this description being the NAD 83/94 Nevada State Plane Coordinate System (West Zone).

Prepared By;

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

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





UNION PACIFIC  
RAILROAD COMPANY

DRAINAGE  
EASEMENT  
FOR NORTH  
& SOUTH FLOWS

AREA  
±27,843 Sq.Ft.  
100' TEMPORARY  
CONSTRUCTION  
EASEMENT

W. KEITH & EDITH P.  
MENTZER FAMILY TRUST  
APN 34-392-03  
DOC 2497700

W. KEITH & EDITH P.  
MENTZER FAMILY TRUST  
APN 34-392-02  
DOC 2497701

ESTES TERMINALS LLC  
APN 34-392-01  
DOC 2912343

KLEPPE LANE



NOT TO SCALE



**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 - MENTZER APN 34-392-02  
TEMPORARY CONSTRUCTION EASEMENT