

## PURCHASE AGREEMENT

This Agreement made the 12<sup>th</sup> day of SEPTEMBER, 2016, by and between The City of Sparks, a municipal corporation, hereinafter referred to as "CITY", and Estes Terminals, LLC, 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 Number 034-392-01; and

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

WHEREAS, it is in the best interest of all parties if a fair and mutually satisfactory agreement can be reached for the granting of said Easement without resort to litigation; 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 Easement.

### 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 together with a permanent access easement and a temporary construction easement, including, without limitation all severance damages tenements, appurtenances and hereditaments appertaining thereto.

**SECTION TWO**

**PURCHASE PRICE**

The purchase price for the Easement shall be THREE HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED ONE AND NO/100 DOLLARS (\$334,201.00), which shall be the total purchase price for all the Easement and any and all rights as described in SECTION ONE and for any and all costs associated with off-site parking incurred by Owner during the term of the temporary construction easement. The purchase price shall be paid to OWNER at the close of escrow.

**SECTION THREE**

**TITLE**

The Easement interests are to be conveyed by a Grant of Easement for Storm Drain Pipeline and Permanent Access 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 and property taxes and assessments not yet due and payable. Notwithstanding any other provision of this Agreement to the contrary, title shall be good and marketable to the property free and clear of all recorded and unrecorded liens and taxes.

**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 Easement or any part of it, or enter into any new lease or letting of the Easement, or any part of the Easement. If any new sale, conveyance, mortgage, encumbrance, or lease shall be made by OWNER in disregard of the foregoing, 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.

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**

OWNER shall continue in possession of the Easement until close of escrow and shall maintain the Property in its present condition, reasonable wear from ordinary use excepted.

## **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:

The OWNER:  
Estes Terminals LLC  
c/o Angela J. Maidment, President  
3901 W. Broad Street  
Richmond, VA 23230

The CITY:  
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 TEN**

**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 ELEVEN**

**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 TWELVE**

**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 FORM:**

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

(Owner)  
ESTES TERMINALS, LLC

Title:

By:   
Name: Angela J. Maidment  
Title: President

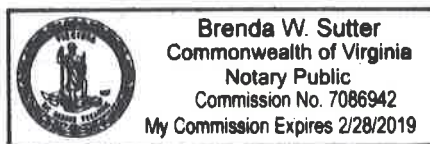
STATE OF Virginia )

COUNTY OF Richmond )

The above instrument was acknowledged before me this 12 day of September, 2016,

by Angela J. Maidment as President

  
Notary Public



STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The above instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

by \_\_\_\_\_ as \_\_\_\_\_

Notary Public

**EXHIBIT "A"**  
**Storm Drainage and Permanent Access Easement**  
**Legal Description and Depiction**  
**(APN: 34-392-01)**

A storm drainage easement and permanent access easement over and across a portion of that certain real property as described by Deed Document Number 2919343 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-392-01 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:

**Commencing** at the Northwestern corner of the aforementioned real property thence along the Westerly line of said real property South 08°21'12" West a distance of 20.50 feet to the **Point of Beginning**; thence departing said Westerly line South 81°38'46" East a distance of 248.72 feet; thence North 81°21'12" East a distance of 20.50 feet to a point on the Northerly line of said real property; thence along said Northerly line South 81°38'46" East a distance of 24.50 feet; thence departing said Northerly line South 08°21'12" West a distance of 20.50 feet; thence South 81°38'46" East a distance of 334.83 feet to a point on the Easterly line of said real property; thence along said Easterly line South 08°21'12" West a distance of 44.50 feet; thence departing said Easterly line North 81°38'46" West a distance of 608.05 feet to a point on the above-mentioned Westerly line; thence along said Westerly line North 08°21'12" East a distance of 44.50 feet more or less to the **True Point of Beginning**.

Containing 27,561 square feet of land more or less.

TOGETHER WITH A PERMANENT ACCESS EASEMENT. Being more particularly described as follows:

**Beginning** at the Southeasterly corner of the aforementioned real property thence along the Southerly line of said real property North 83°56'20" West a distance of 32.44 feet; thence departing said line North 11°16'01" East a distance of 168.08 feet; thence North 14°26'45" East a distance of 79.71 feet; thence North 08°21'52" East a distance of 111.72 feet; thence North 28°59'47" West a distance of 51.24 feet; thence North 31°24'18" West a distance of 105.78 feet; thence North 76°55'20" West a distance of 22.65 feet; thence North 61°22'45" West a distance of 34.98 feet to a point on the Southerly line of an existing Storm Drainage Easement per Document Number 2033607 of the Official Records of Washoe County, Nevada; thence along said Southerly Easement line South 81°38'46" East a distance of 169.50 feet to a point on the Easterly line of the above mentioned real property; thence departing said Southerly Easement line and along said Easterly real property line South 08°21'12" West a distance of 493.57 feet more or less to the **True Point of Beginning**.

Containing 17,857 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).

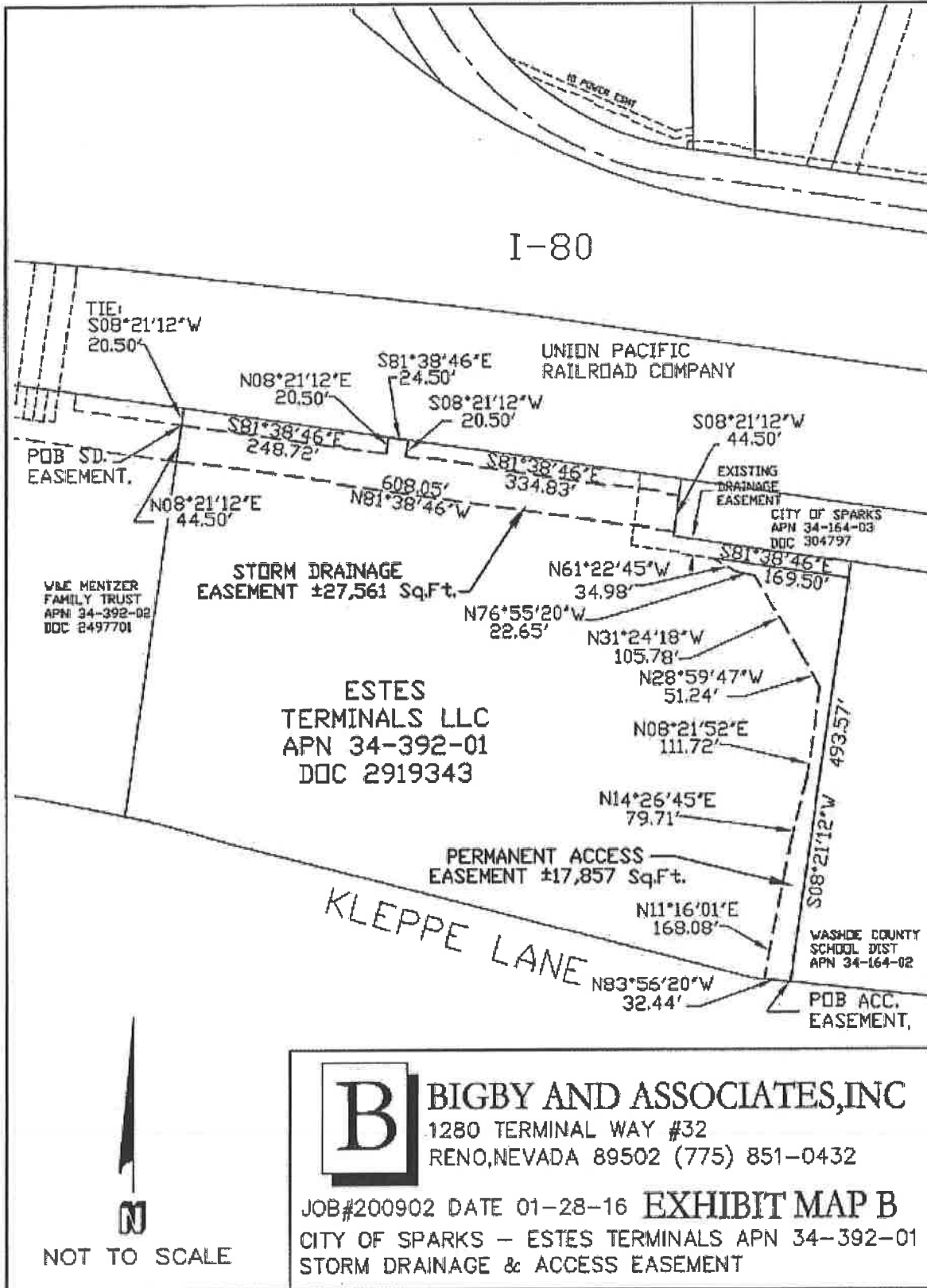
Prepared By;

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

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







**EXHIBIT "B"**  
**Temporary Construction Easement**  
**Legal Description and Depiction**  
**(APN: 34-392-01)**

A temporary construction easement over and across a portion of that certain real property as described by Deed Document Number 2919343 of the Official Records of Washoe County, Nevada, Assessors Parcel Number 34-392-01 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 Northwestern corner of the aforementioned real property thence along the Northerly line of said real property the following 3 courses South 81°38'46" East a distance of 608.05 feet; thence South 08°21'12" West a distance of 70.00 feet; thence South 81°38'46" East a distance of 219.70 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 30.00 feet; thence departing said Easterly line North 81°38'46" West a distance of 827.75 feet to a point on the Westerly line of the above mentioned real property; thence along said Westerly line North 08°21'12" East a distance of 100.00 feet more or less to the **True Point of Beginning**.

Containing 67,396 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



