

PUBLIC HIGHWAY AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, Gary B. Evans, an unmarried man, hereinafter called the OWNER, and the CITY OF FERNLEY, hereinafter called the CITY,

WITNESSETH:

1. The OWNER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:

(a) To grant a temporary construction easement for the right to construct driveway transition (dirt grading) upon, over and across certain real property to the CITY; said real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

(b) To deliver to the CITY a temporary easement deed granting to the CITY a temporary construction easement upon, over and across certain real property described as Parcel TCE.

(c) To be responsible for said premises, including risk and liability for loss and damage, including all repairs to said premises until such date as CITY has recorded the before mentioned deed, or such date as OWNER has given physical possession of said premises to the CITY.

(d) To permit the CITY, its authorized agents and contractors to enter in and upon OWNER'S before described lands for which a Temporary Construction Easement is granted on October 1, 2017.

The above described temporary rights shall commence on October 1, 2017 and shall continue through and include the termination date of September 30, 2019.

(e) OWNER certifies that to the best of their knowledge, the property being acquired by the CITY is free and clear of hazardous wastes, regulated materials or other harmful substances. In the event that hazardous wastes, regulated materials or other harmful substances are discovered subsequent to the transfer of title of the subject property, the OWNER agrees to reimburse the CITY for the cleanup costs incurred by the CITY.

2. The CITY, in consideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To pay to the OWNER in the manner hereinafter provided the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), which shall be the total purchase price for the temporary construction easement detailed as follows: Parcel TCE - 79± square feet of land (2 year term) for \$1,000.00.

(b) To mail to OWNER at 176 Hardie Lane, Fernley, NV 89408 a payment in the amount set out in paragraph 2 (a) heretofore.

(c) 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 the OWNER, which the CITY may find it necessary to remove or relocate in order to construct or reconstruct said Project to be replaced as nearly in their original condition and position as is reasonably possible.

3. It is mutually agreed and understood by the CITY and by the OWNER as follows:

(a) Based upon the best information available to CITY for the time frame of the PROJECT, the term of the CITY's Temporary Construction Easement shall commence on October 1, 2017 and shall continue through and include September 30, 2019. The CITY shall have the option, at its sole discretion, to extend the term of the Temporary Construction Easement, under the same terms and conditions of this Public Highway Agreement, for one (1) additional successive term of two (2) years, for a total Temporary Construction Easement term not to exceed four (4) years. The CITY's exercise of the term extension option shall not be effective or binding upon the CITY unless and until the same has been approved by the appropriate official action of the CITY and communicated in writing to the OWNER. In the event the CITY exercises its option to extend the term of the Temporary Construction Easement, the rental rate price to be paid by the CITY to the OWNER shall be that same rental rate as established in this agreement of \$1,000.00.

(b) 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.

(c) 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.

(d) All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.

(e) 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.

(f) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(g) The covenants and agreements expressed in the AGREEMENT shall survive the Close of Escrow.

(h) 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.

(i) Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

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

CITY OF FERNLEY:

By: *Gary B. Evans*  
Gary B. Evans

\_\_\_\_\_

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

STATE OF NEVADA  
COUNTY OF LYON

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_ as \_\_\_\_\_ of the City of Fernley.

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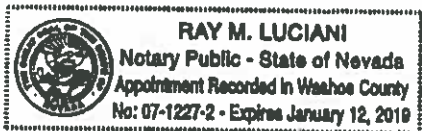
\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
(Title and rank (optional))

State of Nevada  
County of Washoe

This instrument was acknowledged before me on June 8, 2017 by  
Gary B. Evans.

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*R.M. Luciani*  
(Signature of notarial officer)

\_\_\_\_\_  
(Title and rank (optional))

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**  
**APN: 020-061-22**

A temporary construction easement, situate within a portion of the North East 1/4 of Section 14, Township 20 North, Range 24 East, Mount Diablo Base and Meridian, City of Fernley, County of Lyon, State of Nevada, more particularly described as follows:

**Beginning** at the south east corner of that certain parcel of land as described in Deed Document # 546294, recorded in the official records of Lyon County Recorder's Office on January 27, 2016;

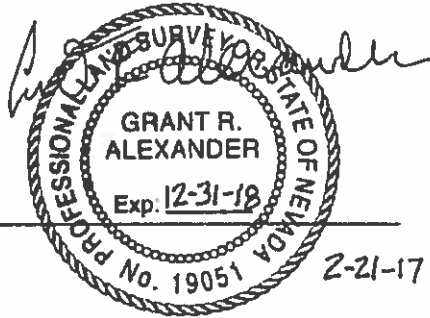
Thence North 86°49'46" West 4.14 feet along the south boundary line of said parcel;

Thence departing the south boundary line of said parcel North 00°25'13" West 19.05 feet;

Thence North 89°34'47" East 4.15 feet to a point on the east boundary line of said parcel;

Thence South 00°21'46" East 19.31 feet along the east boundary line of said parcel to the point of **beginning**, containing 79 square feet, more or less.

**Basis of Bearings:** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, NV 89431

# EXHIBIT "B"

BRIDGEWATER  
INVESTMENTS LLC  
APN: 020-061-21

GARY B. EVANS  
APN: 020-061-22  
DEED DOC. NO. 546294

TEMPORARY CONSTRUCTION  
EASEMENT AREA = 79 SQ.  
FT. +/-

ROBERT D. BUSH & LINDA DONOHUE  
APN: 020-061-23

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.14'	N86°49'46"W
L2	19.05'	N00°25'13"W
L3	4.15'	N89°34'47"E
L4	19.31'	S00°21'46"E

SECTION LINE

HARDIE LANE

SE CORNER PARCEL  
DESCRIBED IN DEED  
DOC. NO. 546294



BATTLE BORN VENTURES, LLC  
600 GLEESON WAY  
SPARKS, NEVADA 89431  
www.battlebornventures.com

PHONE (775) 813-4934  
FAX (775) 359-4476

**Land Surveyors - Civil Engineers**

W.O. #: 2014\_83

BY: GRA

DATE: 01/05/2017

SCALE: 1" = 20'