

PUBLIC HIGHWAY AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, between Lyon County School District, 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 sell and convey all that certain real property to the CITY; said real property described and depicted in Exhibit "A", attached hereto and made a part hereof.

(b) To grant a permanent easement and right-of-way for construction and maintenance of a Drainage Basin upon, over and across certain real property to the CITY; said real property described and depicted in Exhibit "B", attached hereto and made a part hereof.

(c) To deliver to the CITY a grant, bargain and sale deed conveying to the CITY all that said real property as described and depicted in Exhibit "A", free and clear of any and all liens and encumbrances and a permanent easement deed granting to the CITY a permanent easement and right-of-way upon, over and across certain real property as described and depicted in Exhibit "B".

(d) 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.

(e) To permit the CITY, its authorized agents and contractors to enter in and upon OWNER'S before described lands for which a Fee Interest and Permanent Easement is granted upon execution of this agreement.

(f) To waive and hereby does waive, with full knowledge that a public highway and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the OWNER by reason of the location, construction, landscaping, maintenance, improvement, modification and regulation of said highway and appurtenances in said location.

(g) 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.

(h) To permit CITY and its authorized agents and contractors to enter in and upon OWNER's remaining lands as necessary to construct, or have constructed, sidewalk, asphalt parking lot, gravel parking lot and concrete driveway approaches, said construction to be as more particularly depicted and delineated on the sketch maps attached hereto, and made a part hereof designated as Exhibits "C", "D", & "E", said construction to be accomplished under Project SPSR-0593(003).

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 SIXTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$60,300.00), which shall be the total purchase price for all that said real property and property rights to be conveyed detailed as follows:

Fee Parcel - 45,537± square feet of land for \$30,650.00, plus 178 L.F. of Concrete Median Curb within the acquisition area for \$1,100.00; Permanent Easement – 21,121± square feet of land for \$28,550.00.

(b) To deposit in escrow with First American Title Insurance Company, whose mailing address is 5310 Kietzke Lane #100, Reno, NV 89511 the before mentioned total purchase price, which sum shall be disbursed in accordance with the herein recited covenants, promises and agreements made, and payments to be performed and paid.

(c) To deduct from the total purchase price, to be paid to the OWNER, by the CITY, a sum to be prorated in escrow, with which said sum the CITY in the OWNER'S behalf will pay all due Lyon County property taxes, delinquency penalties and special assessments, if any, assessed against or accrued upon said property to be conveyed by OWNER to the CITY, up to and including the date of recording by the CITY of the before-mentioned deed in the Official Records of Lyon County, State of Nevada.

(d) To construct or have constructed, sidewalk, asphalt parking lot, gravel parking lot and concrete driveway approaches, said construction to be as more particularly depicted and delineated on the sketch maps attached hereto, and made a part hereof designated as Exhibits "C", "D", & "E", said construction to be accomplished under Project SPSR-0593(003).

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

(a) 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.

(b) 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.

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

(d) 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.

(e) 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.

(f) That CITY shall have the right to adapt and improve the whole or any part of said property.

(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.

Lyon County School District:

CITY OF FERNLEY:

By: *[Signature]*

Wayne Workman, Superintendent

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.

S
E
A
L

(Signature of notarial officer)

(Title and rank (optional))

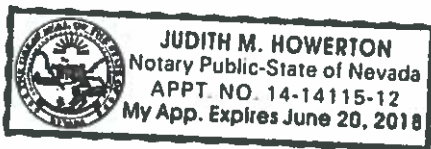
State of Nevada

County of *WLD* *Wayne Workman* *Lyon*

This instrument was acknowledged before me on *June 29, 2017* by

Wayne L. Workman as *Superintendent* of
Lyon County School District.

S
E
A
L



Judith M. Howerton
(Signature of notarial officer)

Judith M. Howerton
(Title and rank (optional))

Exhibit "A"
(4 pages)

Ptn. of APN: 020-131-02

AFTER RECORDING RETURN TO:
CITY OF FERNLEY
ATTN: DEREK STARKEY, P.E.
595 SILVER LACE BLVD.
FERNLEY, NV 89408
MAIL TAX STATEMENTS TO:
GRANTEE SAME AS ABOVE

LEGAL DESCRIPTION PREPARED BY:
GRANT R. ALEXANDER, P.L.S. 19051
BATTLE BORN VENTURES, LLC
600 GLEESON WAY
SPARKS, NV 89431

Project No.: MS-0019(023)
E.A.: 73852

DEED

THIS DEED, made this ____ day of _____, 20____
between Lyon County School District, hereinafter called GRANTOR, and the CITY OF
FERNLEY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sale unto the GRANTEE and to its assigns forever, all that certain real property of GRANTOR, said real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

To hereby waive, with full knowledge, that a public highway and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said highway and appurtenances in said location.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns forever.

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

Lyon County School District:

By: _____

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 _____

This instrument was acknowledged before me on _____ by
_____ as _____ of
Lyon County School District.

S
E
A
L

(Signature of notarial officer)

Print Name

EXHIBIT "A"
LEGAL DESCRIPTION OF RIGHT-OF-WAY DEDICATION
APN: 020-131-02

All that portion of land, 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 Book 49, Page 314, recorded in the official records of Lyon County Recorder's Office on August 16, 1966, said point also being the south east corner of the North East 1/4 of Section 14;

Thence North 89°19'04" West 25.45 feet along the south line of said parcel;

Thence departing the south line of said parcel, North 00°35'27" East 109.69 feet;

Thence North 00°09'05" West 84.46 feet;

Thence North 00°37'47" East 1479.19 feet;

Thence North 13°49'29" East 15.33 feet;

Thence northeasterly 25.56 feet along a curve concave to the southeast, to which a radial line bears North 89°22'13" West, having a radius of 107.08 feet, through a delta angle of 13°40'32";

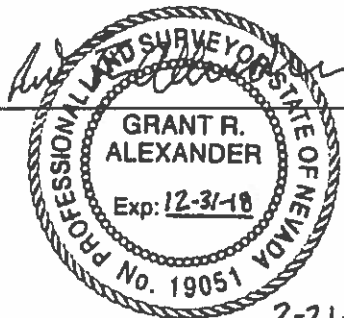
Thence North 11°54'54" East 25.55 feet to a point on the north line of said parcel;

Thence South 86°49'46" East 14.81 feet along the north line of said parcel to the north east corner of said parcel, said point also being on the east boundary of the North East 1/4 of Section 14;

Thence South 00°37'06" West 1737.99 feet along the east line of said parcel to the point of beginning, containing 45,537 square feet, more or less.

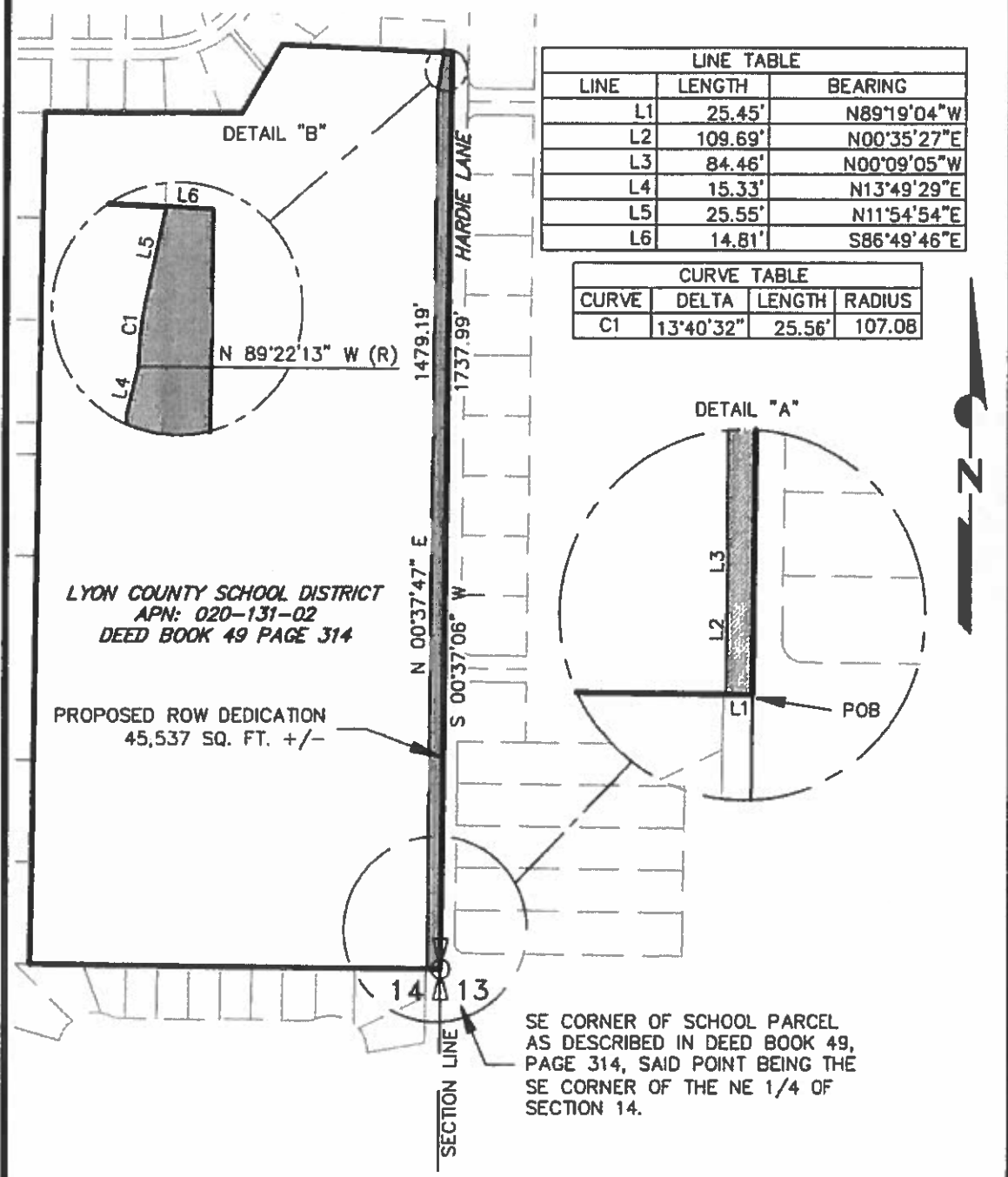
Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

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



2-21-17

EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.45'	N89°19'04"W
L2	109.69'	N00°35'27"E
L3	84.46'	N00°09'05"W
L4	15.33'	N13°49'29"E
L5	25.55'	N11°54'54"E
L6	14.81'	S86°49'46"E

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	13°40'32"	25.56'	107.08

LYON COUNTY SCHOOL DISTRICT
 APN: 020-131-02
 DEED BOOK 49 PAGE 314

PROPOSED ROW DEDICATION
 45,537 SQ. FT. +/-

SE CORNER OF SCHOOL PARCEL
 AS DESCRIBED IN DEED BOOK 49,
 PAGE 314, SAID POINT BEING THE
 SE CORNER OF THE NE 1/4 OF
 SECTION 14.



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

Land Surveyors - Civil Engineers

W.O. #: 2014_83
 BY: GRA
 DATE: 02/05/2017
 SCALE: 1" = 300'

Exhibit "B"

(4 pages)

Ptn. of APN: 020-131-02

AFTER RECORDING RETURN TO:
CITY OF FERNLEY
ATTN: DEREK STARKEY, P.E.
595 SILVER LACE BLVD.
FERNLEY, NV 89408
MAIL TAX STATEMENTS TO:
GRANTEE SAME AS ABOVE

LEGAL DESCRIPTION PREPARED BY:
GRANT R. ALEXANDER, P.L.S. 19051
BATTLE BORN VENTURES, LLC
600 GLEESON WAY
SPARKS, NV 89431

Project No.: MS-0019(023)
E.A.: 73852

PERMANENT EASEMENT DEED

THIS DEED, made this ____ day of _____, 20____,
between Lyon County School District, hereinafter called GRANTOR, and the
CITY OF FERNLEY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns forever, a perpetual easement and right-of-way for the location, construction, and maintenance of a Drainage Basin upon, over and across certain real property of the undersigned, said real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

To hereby waive, with full knowledge, that a public highway and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said highway and appurtenances in said location.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns forever.

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

Lyon County School District:

By: _____

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 _____

This instrument was acknowledged before me on _____ by
_____ as _____ of
Lyon County School District.

S
E
A
L

(Signature of notarial officer)

Print Name

EXHIBIT "A"
LEGAL DESCRIPTION OF PERMANENT EASEMENT
APN: 020-131-02

A permanent 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 Book 49, Page 314, recorded in the official records of Lyon County Recorder's Office on August 16, 1966, said point also being the south east corner of the North East 1/4 of Section 14;

Thence North 89°19'04" West 25.45 feet along the south line of said parcel to the true point of beginning;

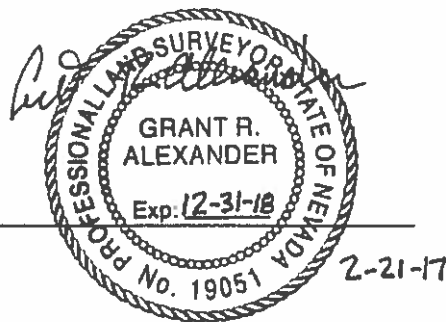
Thence North 89°19'04" West 192.69 feet along the south line of said parcel;

Thence departing the south line of said parcel, North 00°39'53" East 109.62 feet;

Thence South 89°20'13" East 192.55 feet;

Thence South 00°35'27" West 109.69 feet to the point of beginning, containing 21,121 square feet, more or less.

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

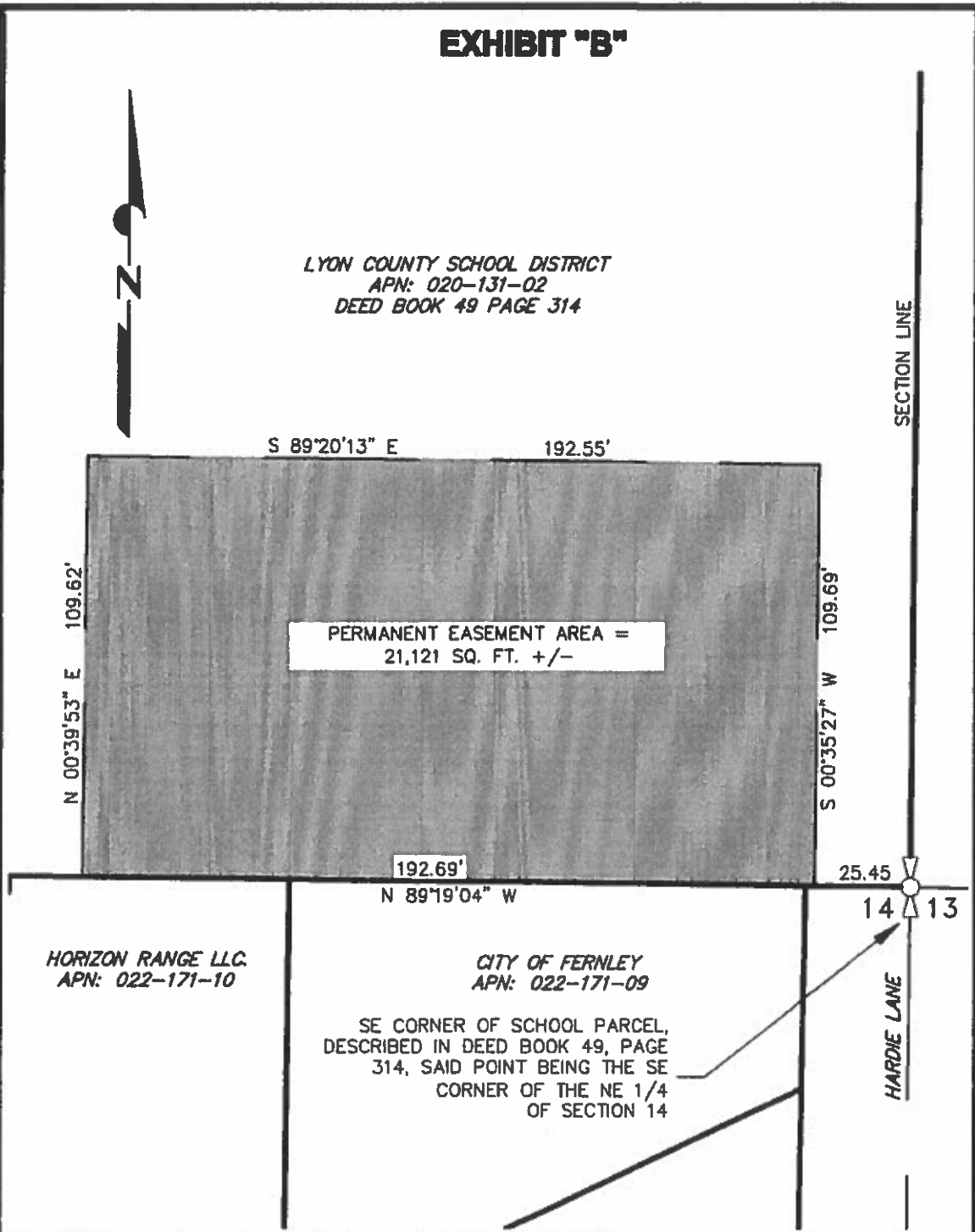


Grant R. Alexander, P.L.S. 19051
Battle Born Ventures, LLC
600 Gleeson Way
Sparks, NV 89431

EXHIBIT "B"



LYON COUNTY SCHOOL DISTRICT
 APN: 020-131-02
 DEED BOOK 49 PAGE 314



BATTLE BORN VENTURES, LLC
 600 GLEESON WAY
 SPARKS, NEVADA 89431
 www.battlebornventures.com
Land Surveyors - Civil Engineers

W.O. #:	2014_83
BY:	GRA
DATE:	12/16/2016
SCALE:	1" = 40'

File: P:\Active Projects\Fernley City - A675\A675.01.14 - Hardie Lane Reconstruction\CAD\deg\Exhibits\PTC Exhibits.dwg | Layout: School A | Printed Feb 03, 2017 @ 4:09pm | JD.KH 20.0s (LMS Tech)

180 HARDIE LN.
020-061-23
BUSH
DOC. No. 357958

27.6'

167.7'

16.3'

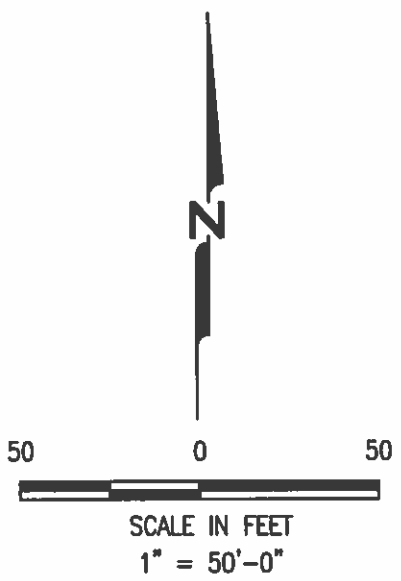
201.8'

12.4'

6.0'

15.0'

MATCHLINE SEE EXHIBIT D



 AREA OF AUTHORIZATION TO ENTER PROPERTY

450 HARDIE LN.
020-131-02
LYON CO. SCHOOL DISTRICT
DOC. No. 96721 & DOC. No. 74228



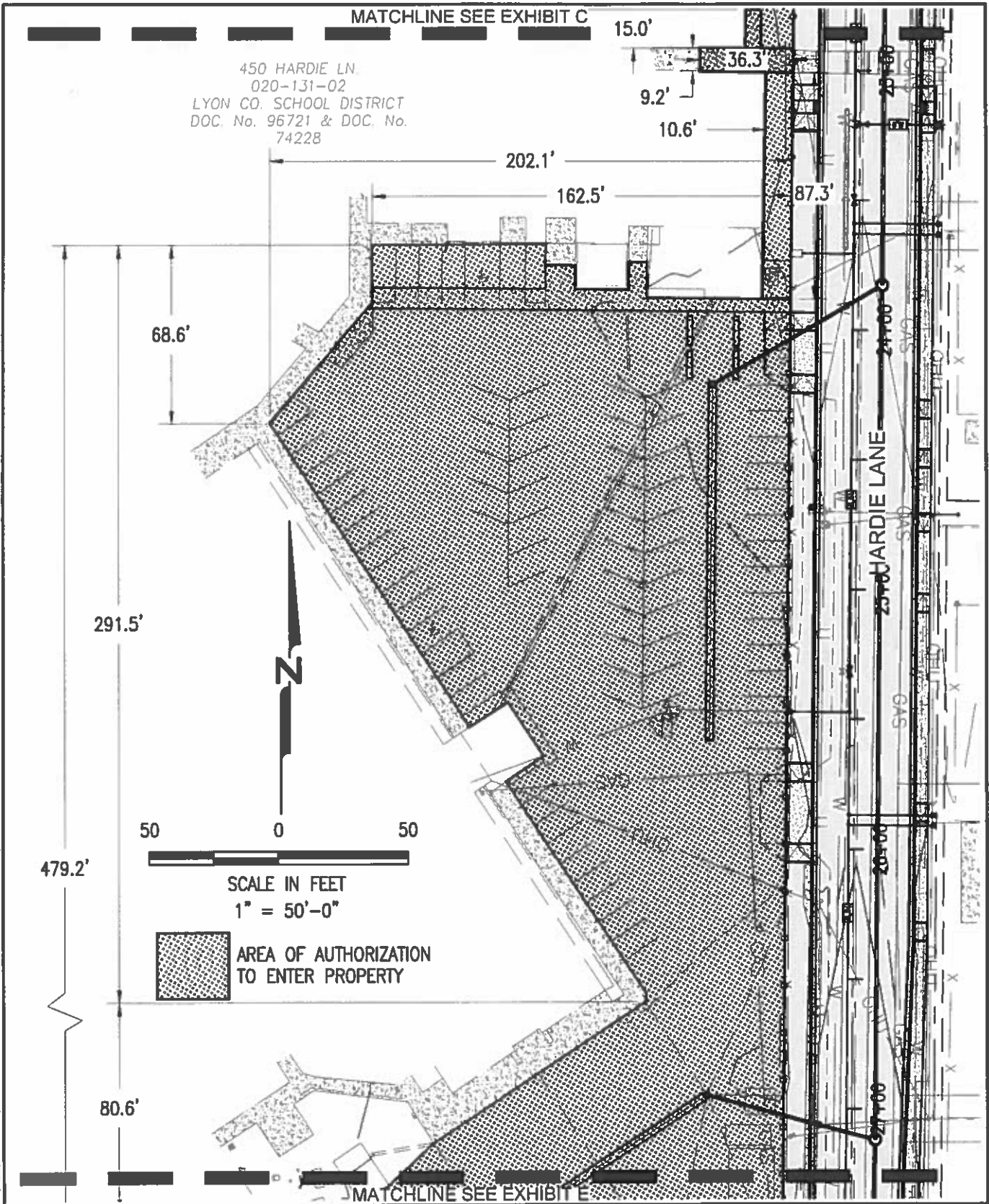
1885 S. Arlington Ave.,
Suite 111
Reno, NV 89509
(775) 329-4955

MAP TO SUPPORT AGREEMENT FOR
CONSTRUCTION OUTSIDE RIGHT-OF-WAY
LYON COUNTY SCHOOL DISTRICT
FERNLEY, NEVADA

EXHIBIT
C

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED	DATE
KH	A675.01.14		02-03-17		

Fig. P:\Active Projects\Fernley City - A675\A675.01.14 - Hardie Lane Reconstruction\CAD\dwg\Exhibits\PTC Exhibits\PTC Exhibits.dwg | Layout: School B | Printed: Feb 03, 2017 @ 4:07pm | ID:KH 20.0s (LMS Tech)



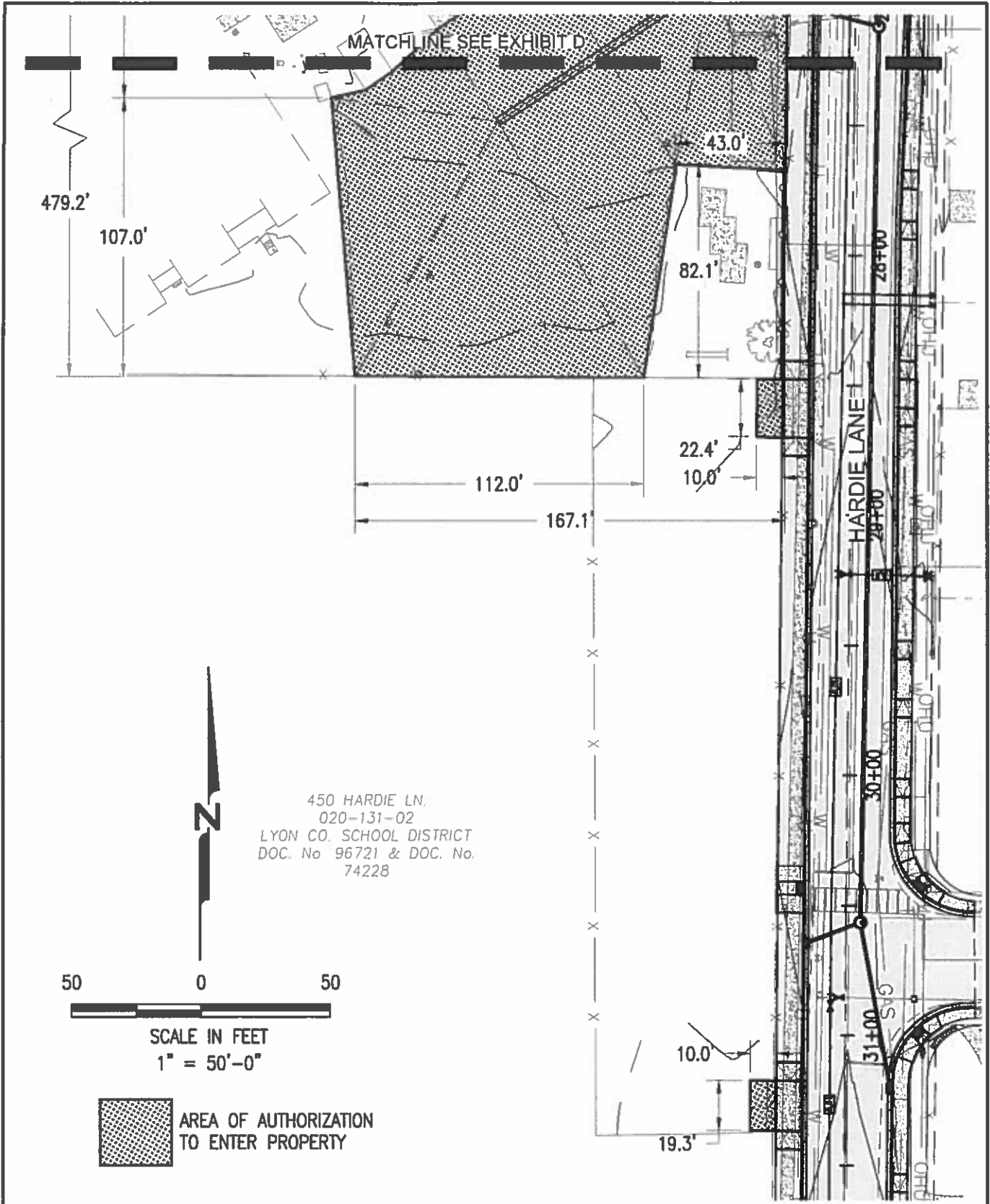
1885 S. Arlington Ave.,
Suite 111
Reno, NV 89509
(775) 329-4955

MAP TO SUPPORT AGREEMENT FOR
CONSTRUCTION OUTSIDE RIGHT-OF-WAY
LYON COUNTY SCHOOL DISTRICT
FERNLEY, NEVADA

EXHIBIT
D

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED	DATE
KH	A675.01.14		02-03-17		

File: \\Active Projects\Fernley City - A675\A675.01.14 - Hardie Lane Reconstruction\CAD\dwg\Exhibits\PTC Exhibits.dwg | Layout: School C | Printed Feb 03, 2017 @ 4:08pm | ID: KH 20 (fs (LUS Tech))



1885 S. Arlington Ave.,
Suite 111
Reno, NV 89509
(775) 329-4955

MAP TO SUPPORT AGREEMENT FOR
CONSTRUCTION OUTSIDE RIGHT-OF-WAY
LYON COUNTY SCHOOL DISTRICT
FERNLEY, NEVADA

EXHIBIT
E

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED	DATE
KH	A675.01.14		02-03-17		