

PUBLIC HIGHWAY AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, JONATHAN DOMINIC SKUBE and STACI FAYLYN PHELPS, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP 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 permanent easement and right-of-way to remove/replace existing corner ramp over, across, upon, under and through certain real property to the CITY; said real property described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

(b) To deliver to the CITY an easement deed granting to the CITY a permanent easement and right-of-way over, across, upon, under and through certain real property described as Parcel PE-11 as described on Exhibit "A" and depicted on Exhibit "B".

(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 Permanent Easement is granted upon execution of this agreement.

(e) To waive and hereby does waive, with full knowledge that public facilities and the necessary incidents thereto are to be located over, across, upon, under and through 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.

(f) 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 all that said real property to be conveyed.

(b) To deposit in escrow with Ticor Title, whose mailing address is 65 McCart Street, Suite 102, Fernley, NV 89408 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.

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.

(j) For the purpose of expediting this project, the CITY is hereby offering OWNER an incentive payment of \$200.00 if this Public Highway Agreement (PHA) is properly executed by OWNER, and received by the CITY or its representatives within 21 calendar days from receipt of Offer Letter. If an executed PHA is not received by the CITY or its representatives within the 21 day period, OWNER will no longer be entitled to receive, nor CITY obligated to provide/pay the incentive payment described herein in the final total settlement amount. Further, OWNER understands that if the CITY or its representatives has not received an executed PHA by close of business within the 21 day period, the CITY's position at any further proceedings regarding the total purchase price will be in the amount of \$1,000.00, as shown above in Paragraph 2, subparagraph (a).

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

CITY OF FERNLEY:

By: \_\_\_\_\_  
Jonathan Dominic Skube

By: \_\_\_\_\_  
Roy Edgington, Mayor

By: \_\_\_\_\_  
Staci Faylyn Phelps

STATE OF NEVADA  
COUNTY OF LYON

This instrument was acknowledged before me on \_\_\_\_\_  
by Roy Edgington as Mayor of the City of Fernley.

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

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

State of Nevada  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by  
Jonathan Dominic Skube.

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

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

State of Nevada  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by  
Staci Faylyn Phelps.

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

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

May 24, 2021  
Job No. 9903.000

**EXHIBIT "A"**  
**PERMANENT EASEMENT #11**

All that certain parcel situate within the Southeast One-Quarter (SE 1/4) of Section Thirteen (13), Township Twenty (20) North, Range Twenty-Four (24) East, Mount Diablo Meridian, City of Fernley, Lyon County, Nevada, being a portion of Lot 19, as shown on Shady Grove Subdivision phase 6, File No. 338398, filed December 16, 2004 in the Official Records of Lyon County, Nevada, said parcel being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 19, said point also being the intersection of the northerly right-of-way line of Cottonwood Lane and the easterly right-of-way of Cook Way, from which the southeast corner of said Section 13 bears South 87°01'01" East, 869.45 feet;

THENCE along the westerly line of said Lot 19 and said easterly right-of-way line, North 00°38'11" East, 24.14 feet;

THENCE leaving said westerly parcel line and said easterly right-of-way line, South 37°34'03" East, 30.90 feet to the southerly line of said Lot 19, being coincident with said northerly right-of-way line of Cottonwood Drive;

THENCE along said southerly lot line and said northerly right-of-way line, North 88°57'07" West, 19.11 feet to the POINT OF BEGINNING.

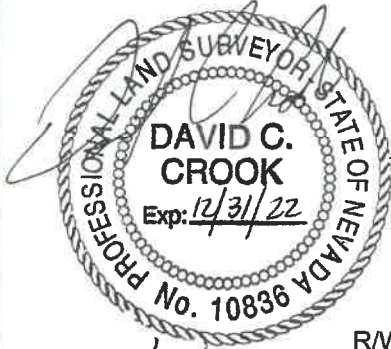
Said PERMANENT EASEMENT #11 contains 231 square feet of land, more or less.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) BASED UPON REAL TIME KINEMATIC GPS OBSERVATIONS, OBSERVED 09/09/2019 USING A SURVEY GRADE DUAL FREQUENCY GPS RECEIVER FROM NEVADA DEPARTMENT OF TRANSPORTATION CONSTRUCTION CONTROL POINT NO. 1528006 MODIFIED BY A COMBINED FACTOR OF 1.000245, SCALED FROM 0.00N ,0.00E AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

Prepared by:  
**Lumos & Associates, Inc.**  
David C. Crook, PLS 10836  
178 South Maine Street  
Fallon, NV 89406



05/24/2021

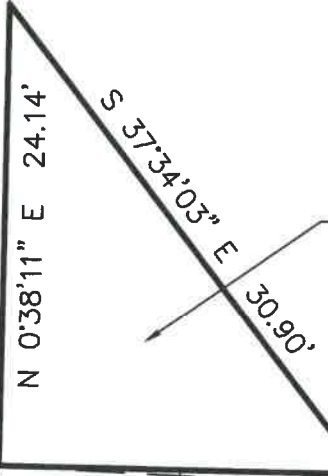


05/24/2021

022-153-01  
SKUBE, JONATHAN DOMINIC ET AL  
PHELPS, STACI FAYLYN  
LOT 19, SHADY GROVE  
SUBDIVISION PHASE 6, FILE NO.

COOK WAY  
(60' RIGHT-OF-WAY)

R/W



P.E. #11  
231± SQ. FT.

R/W

P.O.B.

N 88°57'07\" W  
19.11'

S 87°01'01\" E  
869.45'(TIE)

SOUTHEAST  
CORNER SECTION 13  
T.20N., R.24E., M.D.M.

COTTONWOOD LANE  
(RIGHT-OF-WAY VARIES)



**LUMOS**  
ASSOCIATES  
178 SOUTH MAINE STREET  
FALLON, NV 89406  
TEL (775) 423-2188

**EXHIBIT "B"**  
**COTTONWOOD LANE EASEMENTS**  
**PERMANENT EASEMENT #11**  
**PORTION OF SEC. 13, T20N, R24E, MDM**  
**LYON COUNTY NEVADA**

Date: 05/2021  
Scale: 1" = 10'  
Job No: 9903.000