CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: April 1, 2010 Meeting Date: April 14, 2010

To: Regional Transportation Commission

From: Public Works

Subject Title: Action to approve and authorize the Chair to sign an agreement by and between Randy Atkins and Julie Atkins, Husband and Wife, as Joint Tenants, and Carson City whereby Randy Atkins and Julie Atkins, Husband and Wife, as Joint Tenants, agree(s) to:

- (1) Sell and Convey a portion of certain real property described as Assessor's Parcel Number 002-112-01:
- Grant permission to construct upon, over and across certain real property described as Assessor's Parcel Number 002-112-01;
- Convey a utility and site easement upon, over and across certain real property described as Assessor's Parcel Number 002-112-01 for the purpose of roadway construction related to the Roop Street Widening Project.

Staff Summary: Staff is asking that the Commission approve the agreement with Randy Atkins and Julie Atkins, Husband and Wife, as Joint Tenants, and Carson City for the granting of real property necessary to construct roadway improvements for the widening of Roop Street. The fiscal impact is expected to be \$47,000.00.

Type of Action Requested: (check one)

(☐) None – Information Only (☒) Formal Action/Motion

Recommended Commission Action: I move to approve and authorize the Chair to sign an agreement between Randy Atkins and Julie Atkins, Husband and Wife, as Joint Tenants, and Carson City whereby Randy Atkins and Julie Atkins, Husband and Wife, as Joint Tenants, agree(s) to:

- (1) Sell and Convey a portion of certain real property described as Assessor's Parcel Number 002-112-01;
- (2) Grant permission to construct upon, over and across certain real property described as Assessor's Parcel Number 002-112-01;
- Convey a utility and site easement upon, over and across certain real property described as Assessor's Parcel Number 002-112-01 for the purpose of roadway construction related to the Roop Street Widening

Project.

Explanation for Recommended Commission Action: The Carson City Regional Transportation Commission approved a project to widen Roop Street from Washington Street to Beverly Drive. Public Works is in the process of completing the right-of-way, easements and temporary construction easements necessary to allow the street to be widened.

The real property consists of 852 square feet right-of-way, 40 square feet utility easement, 179 square feet sight easement and a 1,772 square foot agreement for construction outside right-of-way.

Applicable Statute, Code, Rule or Policy: Nevada Revised Statutes relating to the purchase of real property.

Fiscal Impact: \$47,000.00

Explanation of Impact: The amount of the agreement was based on the appraisal from the firm of Johnson-Perkins & Associates' appraisal summary of August 14, 2009 which was reviewed and approved by the Capital Program Manager and subsequently negotiated with the property owner.

Funding Source: 250-3034-431-78 40 RTC fund as provided in FY 2009/2010.

Alternatives: Provide other direction pursuant to Commission Action.

Supporting Material: Agreements, Easements and Deeds.

Prepared By: Kim Belt, Capital Program Manager

Commission Action Taken:

Motion:	1)	Aye/Nay
	2)	
	(Vote Recorded By)	

Ptn APN 002-112-01

AFTER RECORDING RETURN TO: KIM BELT CARSON CITY 3505 BUTTI WAY CARSON CITY, NV 89701-3498 APN 002-112-01

AGREEMENT

THIS AGREEMENT, made this day of	, 20 , between RANDY
ATKINS and JULIE ATKINS, Husband and Wife, as Joint T	enants hereinafter called the
OWNER, and CARSON CITY, NEVADA, A CONSOLIDATE	D MUNICIPALITY hereinafter
called the CITY,	2 mortron /terr i, neremaner

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 convey all that certain real property for the purpose of improving Roop Street and the associated improvements upon over and across the subject property (002-112-01) to the CITY, its assigns; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibit "A" attached hereto and made a part hereof.
 - (b) To deliver to the CITY a deed for the property described in section 1 (a) of this agreement conveying all that said real property free and clear of any and all liens and encumbrances.
 - (c) To convey a utility easement for the purpose of widening Roop Street and the associated improvements upon over and across the subject property (APN 002-112-01) to the CITY, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "B" attached hereto and made a part hereof..
 - (d) To deliver to the CITY a utility easement deed for the property described in section 1 (c) of this.
 - (e) To convey a sight easement for the purpose of widening Roop Street and the associated improvements upon over and across the subject property (APN 002-112-01) to the CITY, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "C" attached hereto and made a part hereof.

- (f) To deliver to the CITY a sight easement deed for the property described in section 1 (e) of this.
- (g) To deliver to the CITY an executed AGREEMENT FOR CONSTRUCTION OUSTIDE OF RIGHT OF WAY, attached hereto as EXHIBIT "D" and made a part hereof, for temporary access to the subject property (002-112-01) for the purpose of removing and replacing driveways, performing grading and replacing utilities associated with, but not essential to, the improvements to Roop Street.
- (h) To be responsible for said premises, including risk and liability for loss or damage including all repairs and/or maintenance to said premises until such date as OWNER has delivered the before mentioned deed to the CITY, or such date as OWNER has given physical possession of said premises to the CITY.
- (i) To permit the CITY or its authorized agents, assignees and contractors to enter in and upon OWNER's before mentioned lands, which are herein agreed to be conveyed for the purposes of inspection, land survey, environmental analysis and engineering upon execution of this agreement.
- (j) To the fullest extent permitted by law, OWNER shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of OWNER, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 2. The CITY, in consideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:
 - (a) To pay the OWNER in the manner hereinafter provided the sum of **FORTY-SEVEN THOUSAND DOLLARS (\$47,000.00)**, which shall be the total purchase price for all that said real property to be conveyed.
 - (b) To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of

Ptn APN 002-112-01

indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

- 3. It is mutually agreed and understood by the CITY and by the OWNER as follows:
 - (a) That all of the facilities and improvements constructed within this agreement shall be designed and constructed in accordance with Carson City Development Standards.
 - (b) CITY and OWNER will coordinate and cooperate with each other in scheduling the construction of improvements.
 - (c) If OWNER or CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a default breach of this Agreement. If OWNER or CITY fails, neglects, or refuses to cure the default upon the request of the other party, such other party, at its option, may correct such default and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all terms, conditions, and covenants of this agreement. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.
 - (d) The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of any remaining provision.
 - (e) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
 - (f) This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
 - (g) All property descriptions are approximate and subject to slight adjustment as necessary to meet construction requirements.
 - (h) 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.
 - (i) 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.

- (j) That CITY shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of N.R.S. 271.265.
- (k) 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.

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

OWNER: By: 10 Date
STATE OF Nevada)
STATE OF Nevada) COUNTY OF Wishor)
This instrument was acknowledged before me on, by RANDY ATKINS.
NOTARY PUBLIC KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010
By: July Ottoms 3/3/10 JULY ATKINS Date
STATE OF Nevada)
STATE OF Nevada)) SS. COUNTY OF WAShee)
This instrument was acknowledged before me on March 3, by JULIE ATKINS.
KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010

CITY:	
REVIEWED AND RECOMMENDED	BY:
X- Ber	3/5/10
KIM BELT Capital Program Manager	Date
APPROVED FOR LEGALITY AND F	ORM:
Carson City District Attorney	Date
SHELLY ALDEAN, RTC Chairperson	Date
ATTEST:	
ALAN GLOVER, Clerk-Recorder	Date

Ptn of APN 002-112-01

AFTER RECORDING RETURN TO:

KIM BELT CARSON CITY 3505 BUTTI WAY CARSON CITY, NV 89701-3498

DEED

THIS DEED, made this ____ day of ______, 20____, between RANDY ATKINS and JULIE ATKINS, Husband and Wife, as Joint Tenants, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

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 sell unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, all that certain real property for roadway purposes, upon, over and across said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof:

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

Ptn of APN 002-112-01

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.
OWNER By: ATKINS Date
country of weeknee)ss.
This instrument was acknowledged before me on, by RANDY ATKINS.
NOTARY PUBLIC KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010
By: Julie Atkins 3/3/10 Date
STATE OF NEVERDE) COUNTY OF WAShe)
COUNTY OF WAShe) SS.
20 <u>10</u> , by JULIE ATKINS.
NOTARY PUBLIC KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010

REVIEWED AND RECOMMENDED BY:	
SK Beef 3/5/	10
KIM BELT Capital Program Manager	Date
APPROVED FOR LEGALITY AND FORM:	
Carson City District Attorney	Date
SHELLY ALDEAN, RTC Chairperson	Date
ATTEST:	
ALAN GLOVER, Clerk-Recorder	Date

CITY:

Exhibit "A"

LEGAL DESCRIPTION APN 2-112-01 RIGHT-OF-WAY

All that certain real property situate within the South ½ of Section 8, Township 15 North, Range 20 East, M.D.M., further described as a portion of Parcel 2-112-01 as shown on that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500.

BEGINNING at a point on the westerly right-of-way of Roop Street and the northerly right-of-way of East Long Street;

THENCE N 89°00'34" W, a distance of 25.82 feet along the northerly right-of-way of East Long Street;

THENCE N 46°50'40" E, leaving said right-of-way a distance of 31.78 feet;

THENCE N 00°56'41" E, a distance of 177.78 feet to a point along the southerly right-of-way of Lee Street;

THENCE S 89°08'48" E, a distance of 3.00 feet along said right-of-way to intersection of the westerly right-of-way of Roop Street and the southerly right-of-way of Lee Street;

THENCE S 00°56'41" W, a distance of 199.92 feet along said westerly right-of-way to the **POINT OF BEGINNING**;

CONTAINING 852 square feet, more or less.

Reference is hereby made to that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500 as the Basis of Bearing for this document.

Daniel T. Kelsoe, P.L.S. 18974 for and on behalf of



9850 Double R Blvd, Suite 101 Reno, Nevada 89521 (775) 746-3500

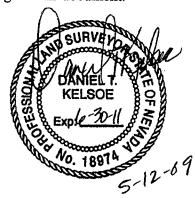
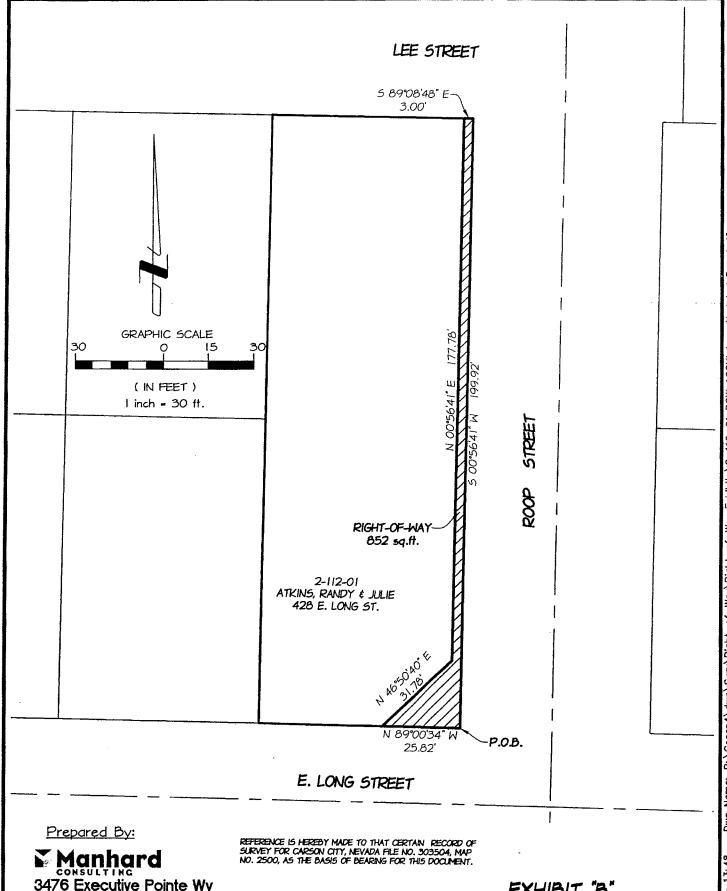


Exhibit A to Exhibit A



3476 Executive Pointe Wy Suite 12 Carson City, NV 89706 (775) 882-5630

Exhibit B to Exhibit A

EXHIBIT "B"

MAP to ACCOMPANY

DEDICATION OF RIGHT-OF-WAY

AFTER RECORDING RETURN TO:

KIM BELT CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NV 89701-3498

EASEMENT DEED

THIS DEED, made this ___ day of _____, 20__, between RANDY ATKINS and JULIE ATKINS, Husband and Wife, as Joint Tenants, hereinafter called GRANTOR, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

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 CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for public purposes upon, over and across certain real property to the CITY; said easement is shown and more fully described in Exhibits "A" and "B", attached hereto and made a part hereof:

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

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written. OWNER STATE OF This instrument was acknowledged before me on March by RANDY ATKINS. KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010 This instrument was acknowledged before me on Manch by JULIE ATKINS. KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010 CITY:

REVIEWED AND RECOMMENDED BY:	
K - Key	3/5/10
KIM BELT	Date
APPROVED FOR LEGALITY AND FORM:	
AFFROVED FOR LEGALITY AND FORM.	
Carson City District Attorney	Date
SHELLY ALDEAN, RTC Chairperson	Date
ATTEST:	
ALAN GLOVER Clerk-Recorder	Date

Exhibit "A"

LEGAL DESCRIPTION APN 2-112-01 PUBLIC UTILITY EASEMENT

All that certain real property situate within the South ½ of Section 8, Township 15 North, Range 20 East, M.D.M., further described as a portion of Parcel 2-113-01 as shown on that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500.

BEGINNING at the intersection of the westerly right-of-way of Roop Street and the southerly right-of-way of Long Street;

THENCE N 89°00'34" W, along said southerly right-of-way of Long Street a distance of 59.03 feet to the POINT OF BEGINNING;

THENCE N 89°00'34" W, continuing along said northerly right-of-way a distance of 8.00 feet;

THENCE N 00°56'41" E, leaving said right-of-way a distance of 5.00 feet;

THENCE S 89°00'34" E, a distance of 8.00 feet;

THENCE S 00°56'41" W, a distance of 5.00 feet to the POINT OF BEGINNING;

CONTAINING 40 square feet, more or less.

Reference is hereby made to that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500 as the Basis of Bearing for this document.

Daniel T. Kelsoe, P.L.S. 18974 for and on behalf of

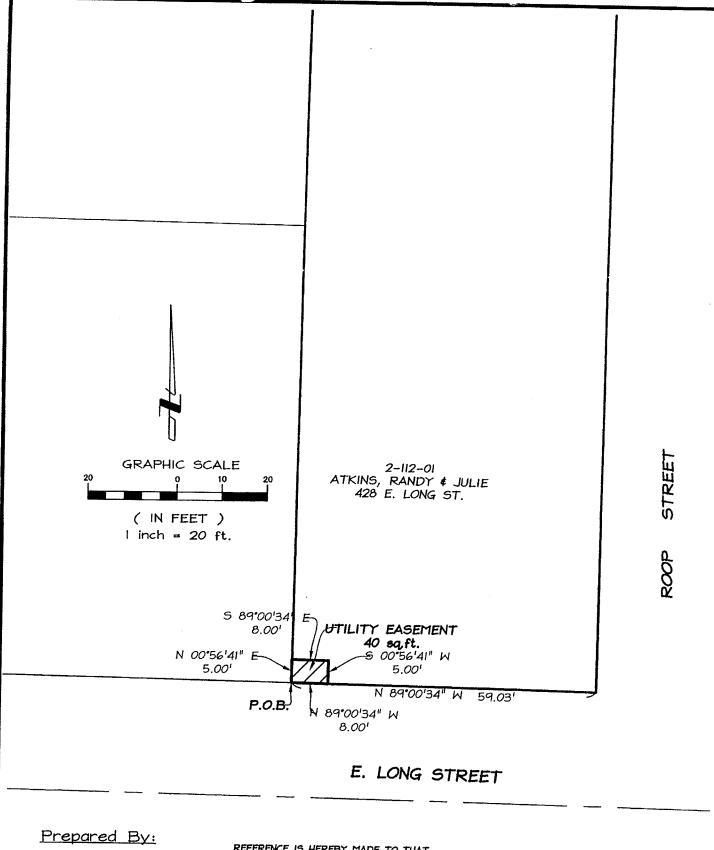


9850 Double R Blvd, Suite 101 Reno, Nevada 89521 (775) 746-3500 SURVEYOR

SURVEYOR

WANTEL THE CONTROL OF THE CONTR

Exhibit A to Exhibit B



Manhard

3476 Executive Pointe Wy Suite 12

Carson City, NV 89706 (775) 882-5630 REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY FOR CARSON CITY, NEVADA FILE NO. 303504, MAP NO. 2500, AS THE BASIS OF BEARING FOR THIS DOCUMENT.

Exhibit B to Exhibit B

itB EXHIBIT "B" MAP to ACCOMPANY GRANT of UTILITY EASEMENT

AFTER RECORDING RETURN TO:

KIM BELT CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NV 89701-3498

SIGHT EASEMENT DEED

THIS DEED, made this		, 20	_, between RANDY A	TKINS and
JULIE ATKINS, Husband and	d Wife, as Joint Tena	nts, hereinafter called	GRANTOR, and the	CARSON
CITY, NEVADA, A CONSOLI	IDATED MUNICIPALI	TY, hereinafter called	CITY,	

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 CITY and to its assigns forever, a permanent sight easement upon, over and across certain real property to the CITY; said easement is shown and more fully described in Exhibits "A" and "B" ("SIGHT EASEMENT AREA"), attached hereto and made a part hereof:

IT IS FURTHER AGREED:

- 1. GRANTOR shall not erect or construct, nor permit to be erected or constructed, any fence, structure or other improvement, permanent or temporary, within the SIGHT EASEMENT AREA which will block or obstruct visibility, as defined in Carson City Municipal Code Title 18, Appendix A, Division 1, Section 1.13(5)(c), above thirty inches (30") as measured from the top of either curb adjacent to the SIGHT EASEMENT AREA.
- 2. GRANTOR shall not place nor permit to be placed any trees, shrubs, or other plants or other landscaping, including, but not limited to, berms, permanent or temporary, within the SIGHT EASEMENT AREA which will block or obstruct visibility, as defined in Carson City Municipal Code Title 18, Appendix A, Division 1, Section 1.13(5)(c), above thirty inches (30") as measured from the top of either curb adjacent to the SIGHT EASEMENT AREA.
- 3. CITY reserves the right to remove, or cause the removal of, any obstruction within the SIGHT EASEMENT AREA which violates the terms of this SIGHT EASEMENT DEED at GRANTOR's expense.

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

Exhibit C Page 1 of 3

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written. OWNER: STATE OF Newada county of weshe This instrument was acknowledged before me on by RANDY ATKINS. KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010 STATE OF Nevada COUNTY OF Wishor This instrument was acknowledged before me on ______ by JULIE ATKINS. KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010

CITY:

REVIEWED AND RECOMMENDED BY:	
KIM BELT	<i>3 5 10</i> Date
APPROVED FOR LEGALITY AND FORM:	
Carson City District Attorney	Date
SHELLY ALDEAN, RTC Chairperson ATTEST:	Date
ALAN GLOVER, Clerk-Recorder	Date

Exhibit "A"

LEGAL DESCRIPTION APN 2-112-01 SIGHT EASEMENT

All that certain real property situate within the South ½ of Section 8, Township 15 North, Range 20 East, M.D.M., further described as a portion of Parcel 2-112-01 as shown on that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500.

COMMENCING at the intersection of the northerly right-of-way of East Long Street and the westerly right-of-way of Roop Street;

THENCE N 00°56'41" E, along said westerly right-of-way a distance of 22.14 feet;

THENCE N 89°03'19" W, leaving said westerly right-of-way a distance of 3.00 feet to the **POINT OF BEGINNING**;

THENCE S 46°50'40" W, a distance of 7.55 feet;

THENCE N 05°16'59" E, a distance of 71.67 feet;

THENCE S 00°56'41" W, a distance of 66.21 feet to the POINT OF BEGINNING:

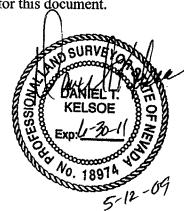
CONTAINING 179 square feet, more or less.

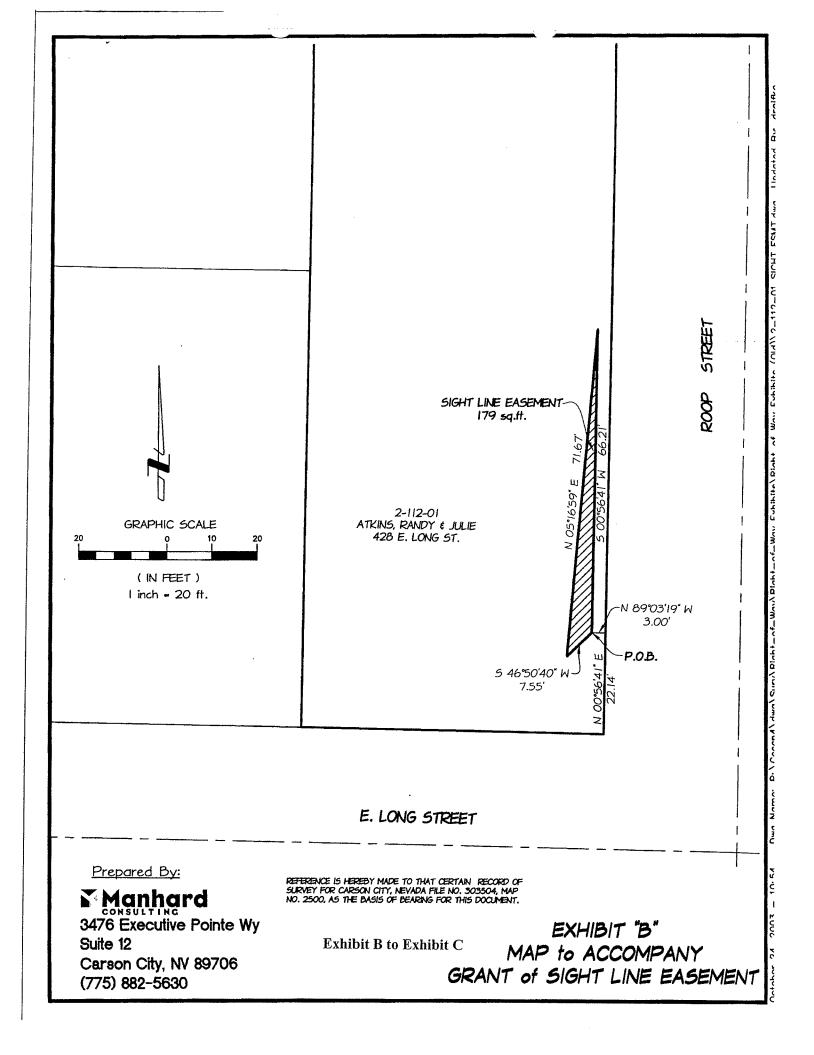
Reference is hereby made to that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500 as the Basis of Bearing for this document.

Daniel T. Kelsoe, P.L.S. 18974 for and on behalf of



9850 Double R Blvd, Suite 101 Reno, Nevada 89521 (775) 746-3500





AGREEMENT FOR CONSTRUCTION OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this day of	, 20	, by
and between RANDY ATKINS and JULIE ATKINS, Husband and Wife, as Joint Tenants, h	ereinafte	er
referred to as OWNER, and CARSON CITY, A CONSOLIDATED MUNICIPALITY, hereina	fter refer	red to
as CITY.		

WITNESSETH:

WHEREAS, pursuant to the provisions contained in NRS Chapter 271, the CITY may enter into agreements necessary to carry out the provisions of the chapter; and

WHEREAS, the CITY proposes to improve Roop Street from Beverly Drive to Robinson Street and make improvements to adjoining side streets.

WHEREAS, the CITY proposes to, as part of the improvements of Roop Street, remove and replace a driveway, a sidewalk and fencing, perform grading and replace utilities (collectively, Improvements) upon OWNER'S adjacent land identified as being a portion of APN 002-112-01 and depicted by highlighting on Exhibit "B" that is attached hereto and made a part hereof by reference (The Property).

WHEREAS, the construction of said Improvements is in the best interest of the public and Carson City.

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:

OWNER AGREES:

- 1. To permit the CITY, its authorized agents, contractors and contractors' authorized agents and contractors entry upon The Property.
- 2. To the fullest extent permitted by law, OWNER shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of OWNER, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

Exhibit D Page 1 of 3

CITY AGREES:

- To construct, or have constructed, the Improvements upon The Property.
- 2. To leave The Property upon which entry is required in as neat and presentable a condition as existed prior to the CITY's entry for construction of the Improvements.
- 3. To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

IT IS MUTUALLY AGREED:

- 1. The term of this AGREEMENT shall be 24 months and shall commence upon execution of both parties.
- 2. CITY will not be responsible for the maintenance of the Improvements after construction.
- 3. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.
- 4. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
- 5. 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.
- 6. 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.
- 7. That CITY shall have the right to adapt and improve the whole or any part of The Property in accordance with the provisions of N.R.S. 271.265.
- 8. 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.

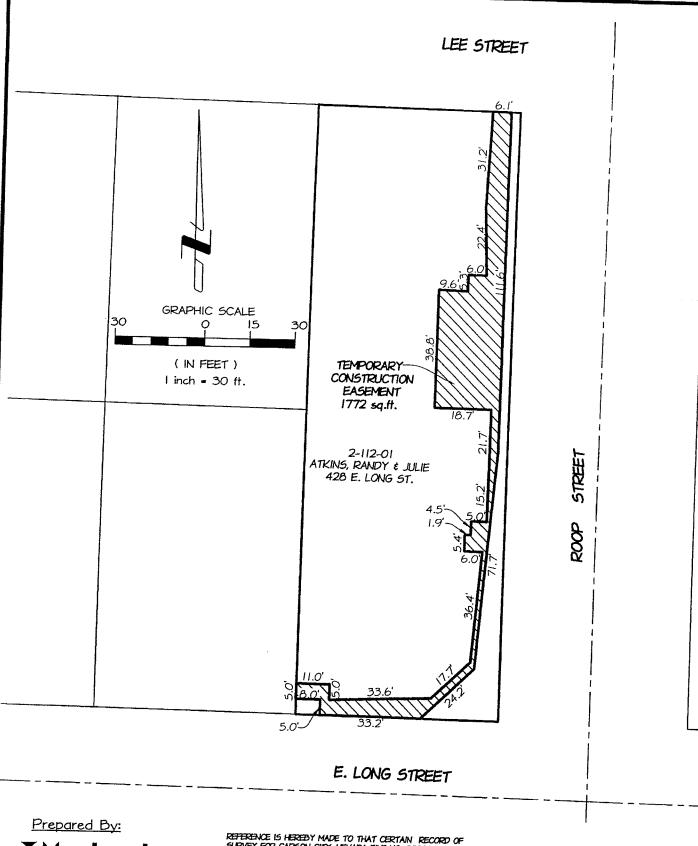
Exhibit D
Page 2 of 3

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

REVIEWED AND RECOMMENDED BY: KIM BELT Capital Program Manager OWNER STATE OF Nevada COUNTY OF Washac This instrument was acknowledged before me on ______ 20 (D, by RANDY ATKINS. KAREN BOUCHER SOOHOO Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010 STATE OF Nevada KAREN BOUCHER SOOHOO Notary Public - State of Nevada

Exhibit D
Page 3 of 3

Appointment Recorded in Washoe County No: 06-107011-2 - Expires June 13, 2010



Manhard

3476 Executive Pointe Wy Suite 12 Carson City, NV 89706 (775) 882-5630 REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY FOR CARSON CITY, NEVADA FILE NO. 303504, MAP NO. 2500, AS THE BASIS OF BEARING FOR THIS DOCUMENT.

Exhibit B to Exhibit D

EXHIBIT "B"

MAP to ACCOMPANY

GRANT of TEMPORARY

CONSTRUCTION EASEMENT

ESCROW INSTRUCTIONS Carson City

Parcel: Fee Taking

Roop Street Improvements

Owner: Atkins

Escrow # CC-111429-TO

To: Northern Nevada Title Company

In accordance with the attached agreement between the Grantor and the Carson City please perform the following services:

- 1. Disburse the sum of [\$47,000] to Grantor which sum will be furnished by Carson City for your deposit in escrow.
- Issue a title report reflecting all easements, encumbrances and liens of record.
 [X] Yes [] No
- 3. Issue Title Insurance in the amount of [\$13,500].
- 4. Pay all accrued, due or delinquent property taxes, up to and including the date of recording, public improvement bonds, sewer use fees or assessments, together with penalties, if any, to which this parcel is subject.
- 5. Obtain all total or partial reconveyances or releases of interest which are necessary to unencumber the property.
- 6. Record the instrument conveying title or interest to the City of Carson, in the name of the City.
- Furnish a copy of the closing statements, acknowledged by Grantor, to both Grantor and City showing the complete breakdown of disbursements out of the escrow.
- 8. Full payment of escrow fees to be made upon completion and receipt of all items listed above.
- 9. The City of Carson is not responsible for and will not pay any real estate commissions nor will any real estate commissions be deducted from funds placed in escrow.
- 10. If escrow is not ready to close within six (6) weeks of receipt of funds from Carson City, said funds are to be deposited into an interest bearing account in favor of the City.

You are to bill separately to the City of Carson and outside of the escrow any or all of the following costs.

1. Escrow fees

- 4. Prepayment penalty, if any.
- 2. Escrow holder's fees
- 5. Recording fees for reconveyances and releases
- 3. Conveyancing fees

6. Title insurance policy costs if ordered herein

Escrow Officer Date

Sty Date

Date

Granto