

Item # 5-7A

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** June 26, 2007

**Agenda Date Requested:** July 5, 2007

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Development Engineering

**Subject Title:** Action to approve and authorize the Mayor to sign an agreement for acquisition of right-of-way between Fairview C.C., LLC, a Nevada Limited Liability Company (Fairview C.C., LLC) and Carson City whereby Fairview C.C., LLC agree(s) to sell and convey a portion of that certain real property described as Assessor's Parcel Number 010-061-02, for the appraised value of \$20,000.00.

**Staff Summary:** The Regional Transportation Commission has recommended at their June 13, 2007 meeting that the Board of Supervisors approve a deed for acquisition of right-of-way between Fairview C.C., LLC, a Nevada Limited Liability Company (Fairview C.C., LLC) and Carson City whereby Fairview C.C., LLC agree(s) to sell and convey a portion of that certain real property described as Assessor's Parcel Number 010-061-02, for the appraised value of \$20,000.00.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve and authorize the Mayor to sign an agreement for acquisition of right-of-way between Fairview C.C., LLC, a Nevada Limited Liability Company (Fairview C.C., LLC) and Carson City whereby Fairview C.C., LLC agree(s) to sell and convey a portion of that certain real property described as Assessor's Parcel Number 010-061-02, for the appraised value of \$20,000.00.

**Explanation for Recommended Board Action:** The Carson City Regional Transportation Commission approved a project to widen Fairview Drive from the western right-of-way of the Carson Bypass on the east to Roop Street on the west. Development Services is in the process of acquiring the right-of-way, easements and temporary construction easements necessary to allow the street to be widened.

This real property acquisition consist of 2964.8 square feet of a portion of a split zoned lot, with this portion zoned Limited Industrial. The entire lot is 7.56 acres, located at 1551 Fairview Drive.

Because the Board of Supervisors has not granted the authority to the Regional Transportation Commission to take title on rights-of-way or easements, approval must be made by the Carson City Board of Supervisors.

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 244.265 et. Seq.

**Fiscal Impact:** \$20,000.00

**Explanation of Impact:** The amount of the agreement is based on an evaluations prepared by Johnson and Perkins which was reviewed and approved by the City Engineer.

**Funding Source:** Regional Transportation Commission – Fairview Drive


**Alternatives:** Do not approve the agreement.

**Supporting Material: Deed**


**Prepared By:** Lawrence A Werner, P.E., P.L.S., Development Services Director/City Engineer

**Reviewed By:**   
(City Manager)


Date: 6/26/07

  
(Public Works Director)

Date: 6/26/07

  
(District Attorney)

Date: 6-26-07

  
(Finance Director)

Date: 6/26/07

**Board Action Taken:**

Motion: \_\_\_\_\_

	Aye/Nay
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____

\_\_\_\_\_  
(Vote Recorded By)

ESCROW INSTRUCTIONS  
Carson City

Parcel: Fee Taking  
Fairview Widening  
Owner: Fairview C.C., LLC  
Escrow #

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 **\$20,000** which sum will be furnished by Carson City for your deposit in escrow.
2. Issue a title report reflecting all easements, encumbrances and liens of record.  
[X] Yes [ ] No
3. Issue Title Insurance in the amount of **\$20,000**.
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.
7. 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. In preparing IRS Form 1099 damages indicated on the Agreement are not to be reported.
11. 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 |

*[Signature]* 4/20/07  
Escrow Officer Date

*[Signature]* 5/31/07  
City Engineer Date

*Fairview C.C. LLC*  
*Robert B. Hyde* 6 Mar 2007  
Grantor Date  
*manager*

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

AFTER RECORDING RETURN TO:  
 LAWRENCE A. WERNER, P.E., R.L.S.  
 CARSON CITY DEVELOPMENT SERVICES  
 ENGINEERING DIVISION  
 2621 NORTHGATE LANE, SUITE 6  
 CARSON CITY, NV 89706  
 APN 010-061-02

AGREEMENT

THIS AGREEMENT, made this 6 day of June, 2007, between Robin Jeffery Hicks, a Married Man as his Sole and Separate Property and Fairview C.C., LLC, A Nevada Limited Liability Company (also know of record as Fairview C.C., LLC) as their interest may appear of record, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, 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 convey all that certain real property for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (010-061-02) 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 convey permission for construction outside right-of-way for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (010-061-02) to the CITY, its assigns; said temporary construction 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.

(c) 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, together with said abutter's rights, including access rights, appurtenant to the adjacent remaining property of the OWNER.

(d) To deliver to the CITY an agreement for construction outside of right-of-way for the property described in section 1 (b) of this agreement.

(e) 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.

(f) 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.

(g) 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 **TWENTY THOUSAND DOLLARS (\$20,000.00)**, which shall be the total purchase price for all said real property and property rights 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 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.

Robin J. Hicks 6-06-07  
Robert B. Hicks 6 Jun 2007  
Fairview CC LLC Date

PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robin J. Hicks 6-06-07  
Robert B. Hicks 6 Jun 2007  
Fairview CC LLC Date

PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

S  
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L

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara

On June 6, 2007 before me, Lorna K. Roach, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Robert B. Hecker & Robin J. Hecker  
Name(s) of Signer(s)

personally known to me - OR  approved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorna K. Roach  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Agreement

Document Date: 6/6/07 Number of Pages: 5

Signer(s) Other Than Named Above: none at time of signing

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert B. Hecker

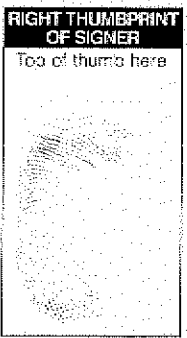
- Individual
- Corporate Officer
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Manager



Signer Is Representing:  
CC Fairview LLC

Signer's Name: Robin J. Hecker

- Individual
- Corporate Officer
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Member  
 Signer Is Representing:  
Fairview CC LLC



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

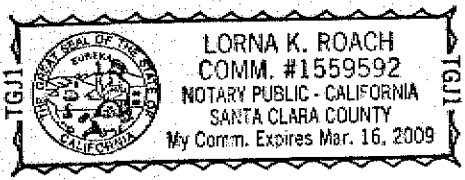
State of California

County of Santa Clara

On June 6, 2007 before me, Lorna K. Roach, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert B Hecks & Robin J Hecks  
Name(s) of Signer(s)

personally known to me - OR -  I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorna K. Roach  
Signature of Notary Public

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Document Date: 6/6/07 Number of Pages: 5

Signer(s) Other Than Named Above: none at time of signing

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert B Hecks

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Manager

Signer Is Representing:

Fairview CCLC



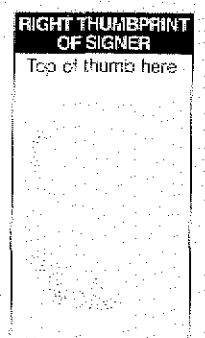
Signer's Name: Robin J Hecks

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Member

Signer Is Representing:

Fairview CCLC



CITY:

REVIEWED AND RECOMMENDED BY:

LAWRENCE A. WERNER, P.E., R.L.S.  
City Engineer

6/21/07

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

MARV TEIXEIRA, Mayor

Date

ATTEST:

ALAN GLOVER, Clerk-Recorder

Date

**N**  
**N**  
**T**  
**C**  
NORTHERN  
NEVADA  
TITLE  
COMPANY

2007 MAY 30 11:43

May 30, 2007

Larry Werner  
Carson City Development Services Dir./City Engineer  
2621 Northgate Lane, Suite 6  
Carson City, NV

**ESCROW NO.** CC-1060528-AC  
**ESCROW OFFICER** Annette Cotten  
**PROPERTY** 1551 Fairview Drive  
Carson City, NV 89701

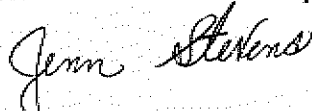
Enclosed herewith please find the following original documents:

**Deed**  
**Agreement for Construction Outside Right of Way**  
**Escrow Instructions**

Please sign all documents where indicated and return to our office. Your prompt execution and delivery to us of the enclosed documents will be appreciated. If you have any questions regarding these documents please do not hesitate to contact us. Please make sure you have your escrow number available for faster service.

Sincerely,

Northern Nevada Title Company



Jenn Stevens  
Escrow Assistant

APN 010-061-02

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.  
CARSON CITY DEVELOPMENT SVCS  
CARSON CITY ENGINEERING  
2621 NORTHGATE LANE, SUITE 54  
CARSON CITY, NV 89706

LEGAL DESCRIPTION PREPARED BY:  
LAWRENCE A. WERNER, P.E., R.L.S.  
2621 NORTHGATE LANE, SUITE 6  
CARSON CITY, NV 89706

DEED

THIS DEED, made this 7 day of March, 2007, between Robin Jeffery Hicks, a Married Man as his Sole and Separate Property and Fairview C.C., LLC, A Nevada Limited Liability Company (also know of record as Fairview C.C., LLC) as their interest may appear of record, hereinafter called GRANTOR, 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, including the right of the public to travel over and across and to recreate upon said land.

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.

APN 010-061-02

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

*Fairview CC, LLC*  
*By Robert B. Hicks*  
*Morgan*                      *7 Mar 2007*  
Name                                      Date

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_,

\_\_\_\_\_ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Robin Jeffrey Hicks*  
*May 11, 2007*  
Name                                      Date

STATE OF CALIFORNIA

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_,

\_\_\_\_\_ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

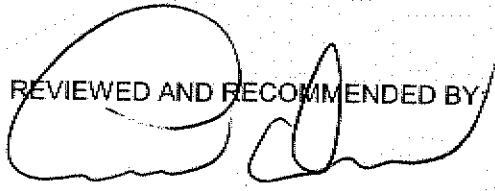
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SEE ATTACHED CALIFORNIA ACKNOWLEDGMENT  
CERTIFICATE *(JP)* *5/11/07*

**Signature page  
and certificate  
bear embossment.**

CITY:

REVIEWED AND RECOMMENDED BY: 

5/31/07

LAWRENCE A. WERNER, P.E., P.L.S. *Date*  
City Engineer

APPROVED FOR LEGALITY AND FORM:

\_\_\_\_\_  
Carson City District Attorney *Date*

\_\_\_\_\_  
MARV TEIXEIRA, Mayor *Date*

ATTEST:

\_\_\_\_\_  
ALAN GLOVER, Clerk-Recorder *Date*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Santa Clara } ss.

On March 7, 2007 before me, Lorna K. Roach, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
 personally appeared Robert B. Hicks  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lorna K. Roach  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document:  deed

Document Date:  3/7/07  Number of Pages:  3

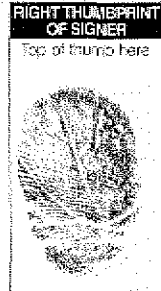
Signer(s) Other Than Named Above:  me attorney

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:  Attorney

Signer Is Representing:  Surview CC, LLC



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN FRANCISCO

SS.

On MAY 11th 2007, before me, L. TORTOLERO, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., 'Jane Doe, Notary Public')

personally appeared ROBIN JEFFREY HICKS

Name(s) of Signer(s)

personally known to me

I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

*[Handwritten Signature]*

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: DEED

Document Date: MARCH 7th 2007 Number of Pages: 2

Signer(s) Other Than Named Above: ROBERT B. HICKS, Mgr. FAIRVIEW CO, LLC

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



FAIRVIEW CC LLC  
Right of Way  
APN 010-061-02  
LEGAL DESCRIPTION

January 24, 2007

A parcel of land located within a portion of W ½ NW ¼ SW ¼ Section 21, Township 15 N., Range 20 E. M.D.M., Carson City, Nevada, being more particularly described as follows:

BEGINNING at the Northwest Corner of the parcel identified as Assessor's Parcel Number 010-061-02, as shown on Exhibit B as "POB" attached hereto:

thence S 89° 05' 14" E, 165.81 feet;

thence S 00° 44' 35" W, 17.88 feet;

thence N 89° 05' 08" W, 165.82 feet;

thence N 00° 45' 44" E, 17.88 feet to the POINT OF BEGINNING.

Containing 2,964.8 square feet, more or less.

BASIS OF BEARING

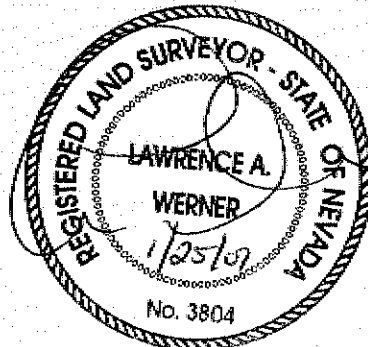
NORTH 28°51'14" EAST, BEING THE GRID BEARING BETWEEN NEVADA DEPARTMENT OF TRANSPORTATION MONUMENTS 433008M AND 433011M, USING NAD 27 (NEVADA WEST) VALUES AS SHOWN:

433008M (GRID) NORTHING 1605478.42 EASTING 170854.32

433011M (GRID) NORTHING 1610088.41 EASTING 174009.16

(VALUES SHOWN ARE IN U.S. SURVEY FEET)

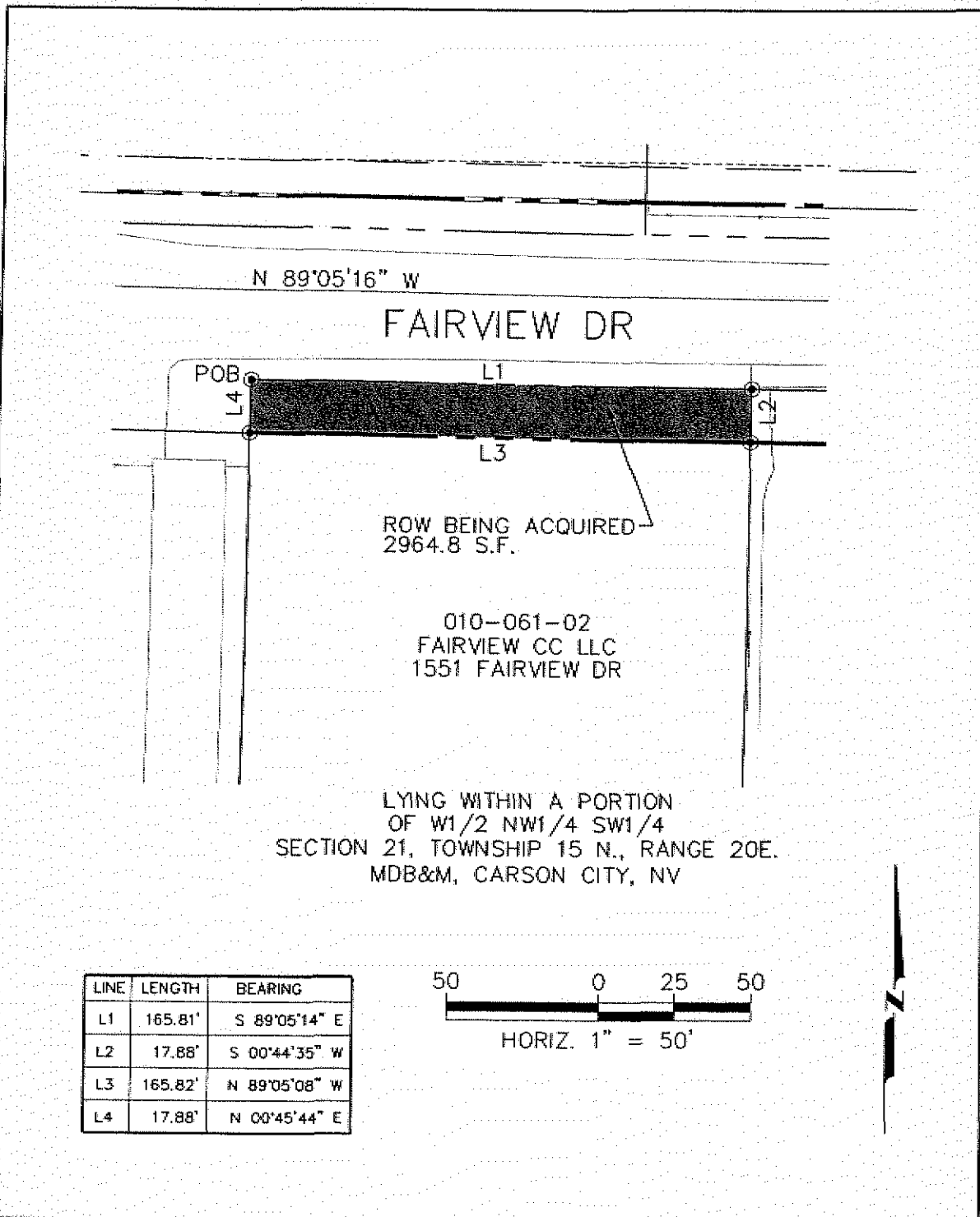
THE NDOT AREA COMBINED FACTOR OF .9997992940 WAS USED TO CONVERT TO GROUND COORDINATES.



Exp 6-30-08

Exhibit A

Exhibit B  
 APN 010-061-02

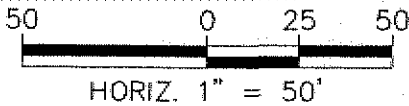


ROW BEING ACQUIRED -  
 2964.8 S.F.

010-061-02  
 FAIRVIEW CC LLC  
 1551 FAIRVIEW DR

LYING WITHIN A PORTION  
 OF W1/2 NW1/4 SW1/4  
 SECTION 21, TOWNSHIP 15 N., RANGE 20E.  
 MDB&M, CARSON CITY, NV

LINE	LENGTH	BEARING
L1	165.81'	S 89°05'14" E
L2	17.88'	S 00°44'35" W
L3	165.82'	N 89°05'08" W
L4	17.88'	N 00°45'44" E



<p><b>CARSON CITY</b>  <b>ENGINEERING DEPARTMENT</b>          2624 NORTHGATE LN. CARSON CITY, NEVADA 89701          PH: 887-2300 FAX: 887-2614</p>	<p>AQUISITION OF A ROW          ON APN 010-061-02</p>	<p>DESIGNED BY: <u>EWR</u>          DRAWN BY: <u>JPS</u>          CHECKED BY: <u>TDL</u>          SCALE (HORIZ): <u>1"=50'</u>          DATE: <u>12/01/06</u></p>	<p><b>EXHIBIT</b>  <b>MAP</b></p>
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AGREEMENT FOR CONSTRUCTION  
OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 7 day of March, 2007, by and between Robin Jeffery Hicks, a Married Man as his Sole and Separate Property and Fairview C.C., LLC, A Nevada Limited Liability Company (also know of record as Fairview C.C., LLC) as their interest may appear of record, hereinafter referred to as OWNER, and CARSON CITY, A CONSOLIDATED MUNICIPALITY, hereinafter referred 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 widen Fairview Drive.

WHEREAS, the CITY proposes to construct, as part of the widening of Fairview Drive, driveways, landscape replacement, relocation of a fire hydrant and grading (collectively, Improvements) upon OWNER'S adjacent land identified as being a portion of APN 010-061-02 and depicted by highlighting on Exhibit "A" 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 indemnify, hold harmless and defend the CITY for and against all claims for damage or compensation for bodily injury or property loss for and on account of the exercise of the rights granted by this agreement, except the performance of the obligations on the part of the CITY as herein stipulated.

CITY AGREES:

1. 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 extent provided by law, including but not limited to the provisions of Nevada Revised Statutes Chapter 41, the CITY agrees to indemnify and hold harmless OWNER from and against any liability arising out of the exercises of the rights granted pursuant to this agreement proximately caused by any act or omission of the CITY, or its officers, agents and employees.

IT IS MUTUALLY AGREED:

1. CITY will not be responsible for the maintenance of the Improvements after construction.
2. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.
3. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
4. 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.
5. 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.
6. 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.
7. 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.

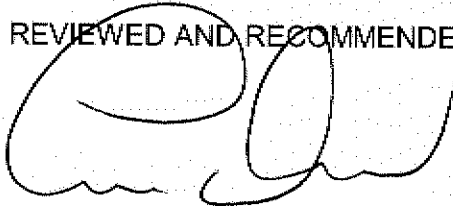
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

OWNER,

*Fairview CC, LLC*

By: *Robert B. Hicks* *7 Mar 2007*  
*Manager* Date

REVIEWED AND RECOMMENDED BY:

  
*5/31/07*  
LAWRENCE A. WERNER, P.E., P.L.S. Date  
City Engineer

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

S  
E  
A  
L

PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Santa Clara } ss.

On March 7, 2007 before me, Lorna K. Roach, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Robert B. Deeks  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lorna K. Roach  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Agreement for Construction Outside Right-of-Way

Document Date: 3/7/07 Number of Pages: 2

Signer(s) Other Than Named Above: none at time of sign

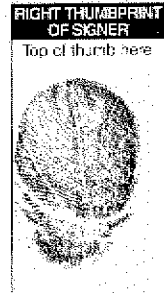
**Capacity(ies) Claimed by Signer**

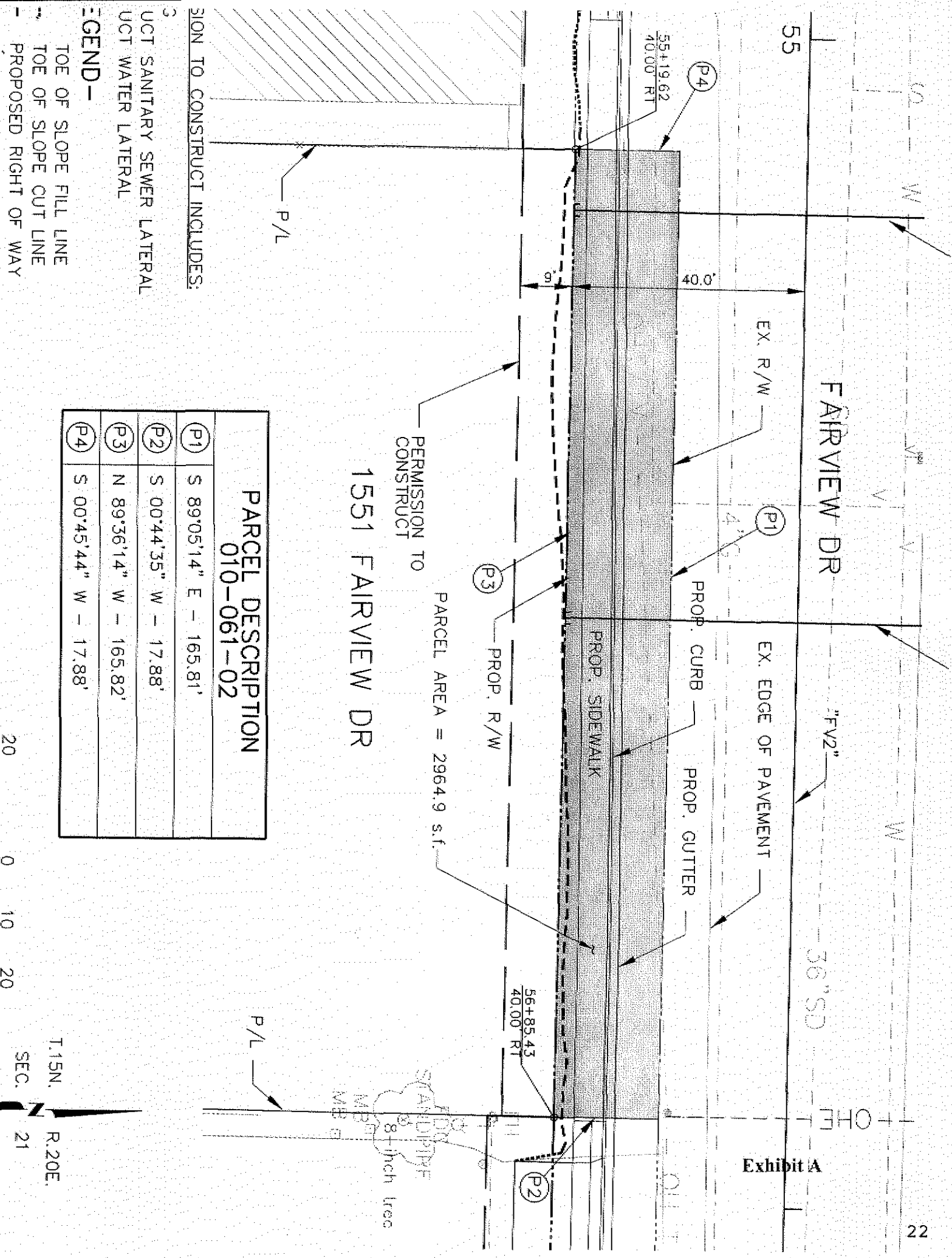
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator

Other: Manager

Signer Is Representing: Forenew CC, LLC





CONSTRUCTION TO CONSTRUCT INCLUDES:

- 3 UCT SANITARY SEWER LATERAL
- UCT WATER LATERAL

**LEGEND -**

- TOE OF SLOPE FILL LINE
- TOE OF SLOPE CUT LINE
- PROPOSED RIGHT OF WAY

**1551 FAIRVIEW DR**

PERMISSION TO CONSTRUCT

PARCEL AREA = 2964.9 s.f.

**PARCEL DESCRIPTION  
010-061-02**

(P1)	S 89°05'14" E - 165.81'
(P2)	S 00°44'35" W - 17.88'
(P3)	N 89°36'14" W - 165.82'
(P4)	S 00°45'44" W - 17.88'

20 0 10 20

T.15N.  
R.20E.  
SEC. 21

Exhibit A

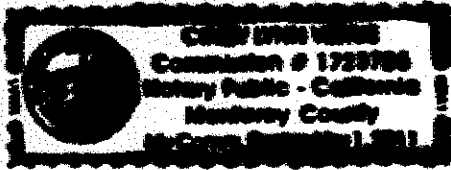
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Monterey } ss.

On March 6 2007 before me, Cindy Ann Virtue 2 Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Robert B. Hicks  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cindy Ann Virtue  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Escrow instructions

Document Date: 03-06-07 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

