



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

**Supporting Material:** Agreement and Deed, Sketch


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

**Reviewed By:**   
(City Manager)

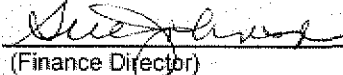
Date: 8-28-07

  
(Public Works Director)

Date: 8/28/07

  
(District Attorney)

Date: 8-28-07

  
(Finance Director)

Date: 8/28/07

**Board Action Taken:**

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

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

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

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 010-061-01

AGREEMENT

THIS AGREEMENT, made this 10 day of July, 2007, between McBryde Properties, LLC, A Nevada Limited Liability Company, 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 (APN 010-061-01) 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 convey a utility easement for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (APN 010-061-01) 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.

(c) To convey a temporary construction easement for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (APN 010-061-01) 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 "C" attached hereto and made a part hereof.

(d) 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 (APN 010-061-01) 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 "D" attached hereto and made a part hereof.

(e) 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.

(f) To deliver to the CITY an easement deed for the property described in section 1 (b) of this agreement.

(g) To deliver to the CITY a temporary easement deed for the property described in section 1 (c) of this agreement.

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

(i) 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.

(j) 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.

(k) 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 **TWO THOUSAND, ONE HUNDRED THIRTY-FIVE DOLLARS (\$2,135.00)**, which shall be the total purchase price for all said real property and property rights to be conveyed.

(b) To install a twenty foot wide driveway along Saliman Road. The Northerly edge of the driveway will be located approximately 85 feet south of the centerline of Fairview Lane. A total of thirty feet of existing sidewalk will be removed and replaced allowing for a five foot transition on each edge of the driveway from sidewalk elevation to roadway elevation. A driveway apron will be constructed to allow for smooth transition from roadway elevation to parking lot elevation. Owner hereby grants to City, it's contractors, agents and assigns a temporary right to perform grading, remove and repair asphalt and complete other construction related hereto.

(c) 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) The driveway referenced in paragraph 2 (b) of this agreement is intended to serve the use active on the property (APN 010-061-01) as of the date of this agreement. Any change in use of the property (APN 010-061-01) will require the removal of the driveway. Said removal will not be at City's expense.

(c) CITY and OWNER will coordinate and cooperate with each other in scheduling the construction of improvements.

(d) 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.

(e) The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of any remaining provision.

(f) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

(g) This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

(h) All property descriptions are approximate and subject to slight adjustment as necessary to meet construction requirements.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

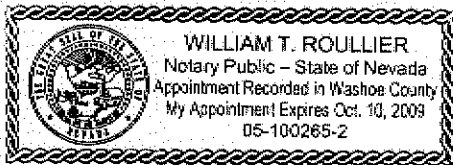
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Sharon Sharba Inc Breda 7-10-07  
Name Date

STATE OF NEVADA  
COUNTY OF WASHOE

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of NEVADA, 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.

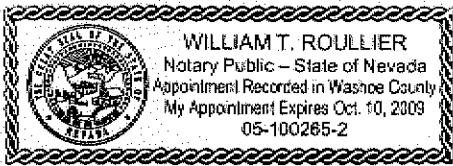
[Signature]

Jeffrey Michael McBeyle 7/10/07  
Name Date

STATE OF NEVADA  
COUNTY OF WASHOE

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of NEVADA, 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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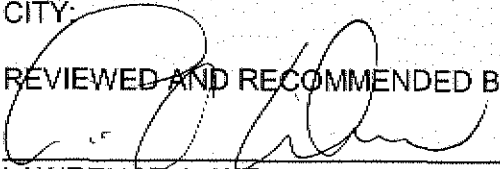


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

CITY:

REVIEWED AND RECOMMENDED BY:

  
\_\_\_\_\_  
LAWRENCE A. WERNER, P.E., R.L.S.      7/24/07  
City Engineer      Date

APPROVED FOR LEGALITY AND FORM:

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

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

ATTEST:

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

APN 010-061-01

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 10 day of July, 2007 between McBryde Properties, LLC, A Nevada Limited Liability Company, 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.



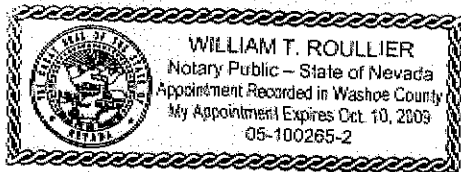
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Sharon Marsha McBryde  
Name Date  
7-10-07

STATE OF NEVADA

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of NEVADA, SHARON MARSHA MCBRYDE 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.

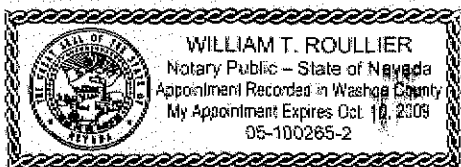
[Signature]

Jeffrey Michael McBryde 7/10/07  
Name Date

STATE OF NEVADA

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of NEVADA, JEFFREY MICHAEL MCBRYDE 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.

[Signature]

CITY:

REVIEWED AND RECOMMENDED BY:



7/24/07

\_\_\_\_\_  
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*

MC BRYDE PROP LLC  
Right of Way  
APN 010-061-01  
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 West Quarter Section Corner of Section 21, Township 15 N., Range 20 E. M.D.M., thence S 89° 05' 16" E, 71.21 feet along the quarter section line; thence S 00° 54' 44" E., 48.02 feet to a point on the north property line of parcel APN 010-061-01 and the TRUE POINT OF BEGINNING and shown as "POB" on Exhibit B attached hereto:

thence S 00° 53' 26" W, 2.88 feet;

thence 42.40 feet along the arc of a curve to the left having a central angle of 88° 20' 28", a radial bearing of S 88° 09' 32" E, and a radius of 27.50 feet;

thence N 87° 26' 32" W, 2.52 feet;

thence 46.64 feet along the arc of a curve to the right having a central angle of 89° 04' 19", a radial bearing of S 88° 09' 32" E, and a radius of 30.00 feet to the POINT OF BEGINNING.

Containing 122.3 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.

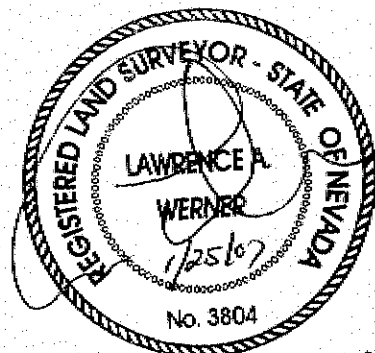
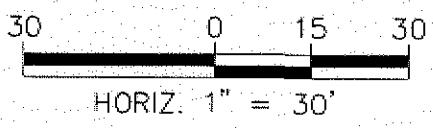
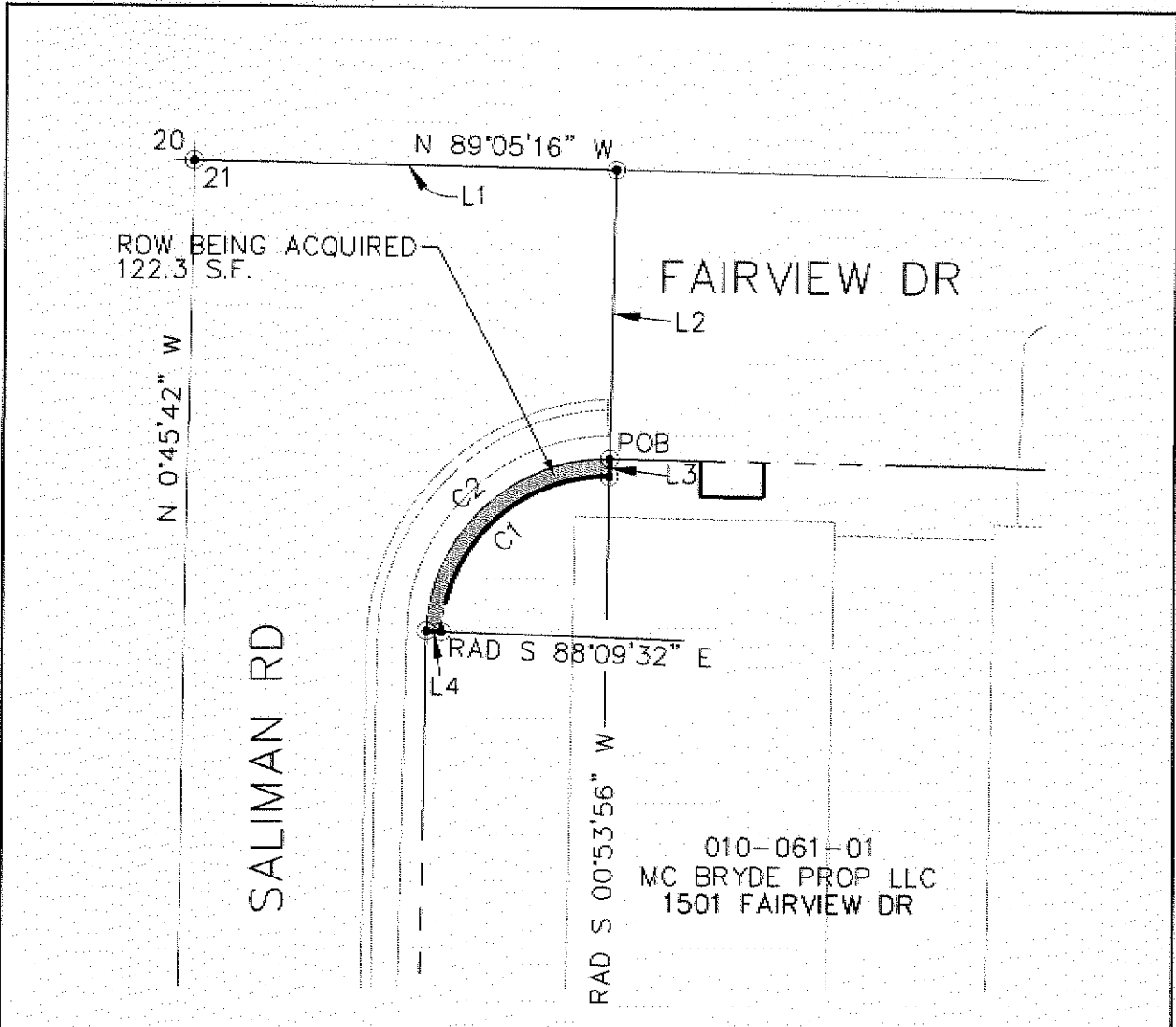


Exhibit A

ETP 6-30-08

**Exhibit B**  
**APN 010-061-01**



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	70.21'	N 89°05'16" W
L2	48.02'	N 00°54'44" E
L3	2.88'	S 00°53'26" W
L4	2.52'	N 87°26'32" W

CURVE	LENGTH	RADIUS	DELTA
C1	42.40'	27.50'	88°20'28"
C2	46.64'	30.00'	89°04'19"



**CARSON CITY**  
**ENGINEERING DEPARTMENT**  
2621 NORTHGATE LN. CARSON CITY, NEVADA 89701  
PH: 887-2300 FAX: 887-2614

**AQUISITION OF A ROW**  
**ON APN 010-061-01**

DESIGNED BY: EWR  
DRAWN BY: JPS  
CHECKED BY: TDL  
SCALE (HORIZ): 1"=30'  
DATE: 05/16/07

**EXHIBIT**  
**MAP**

APN 010-061-01

AFTER RECORDING RETURN TO:  
LAWRENCE A. WERNER, P.E., R.L.S.  
CARSON CITY DEVELOPMENT SVCS  
ENGINEERING DIVISION  
2621 NORTHGATE LANE, SUITE 6  
CARSON CITY, NV 89706

LEGAL DESCRIPTION PREPARED BY:  
LAWRENCE A. WERNER, P.E., R.L.S.  
CARSON CITY DEVELOPMENT SVCS  
ENGINEERING DIVISION  
2621 NORTHGATE LANE, SUITE 6

EASEMENT DEED

THIS DEED, made this 10 day of July, 2007 between McBryde Properties, LLC, A Nevada Limited Liability Company, 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.

GRANTOR

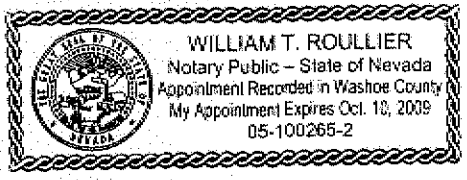
Sharon Darla McBryde  
Name Date  
7-10-07

Jeffery Michael McBryde 7/10/07  
Name Date

STATE OF NEVADA

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the COUNTY OF WASHOE, State of NEVADA, SHARON DARLA MCBRYDE personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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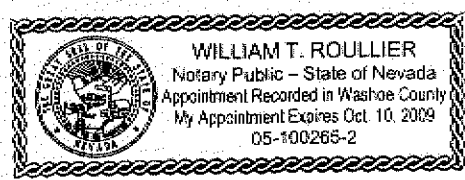


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.  
[Signature]

STATE OF NEVADA

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the COUNTY OF WASHOE, State of NEVADA, JEFFERY MICHAEL MCBRYDE personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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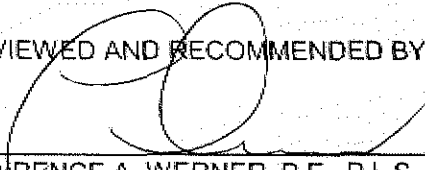


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.  
[Signature]

APN 010-061-01

CITY:

REVIEWED AND RECOMMENDED BY:

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

7/24/07

APPROVED FOR LEGALITY AND FORM:

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

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

ATTEST:

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

MC BRYDE PROP LLC  
Utility Easement  
APN 010-061-01  
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 West Quarter Section Corner of Section 21, Township 15 N., Range 20 E. M.D.M., thence S 89° 05' 16" E, 85.55 feet along the quarter section line; thence S 00° 54' 44" W., 48.02 feet to a point on the north property line of parcel APN 010-061-01 and the TRUE POINT OF BEGINNING and shown as "POB" on Exhibit B attached hereto:

thence S 89° 05' 14" E, 10.00 feet;

thence S 00° 54' 52" W, 5.88 feet;

thence N 89° 05' 08" W, 10.00 feet;

thence N 00° 54' 52" E, 5.88 feet to the POINT OF BEGINNING.

Containing 58.8 square feet, more or less.

BASIS OF BEARING

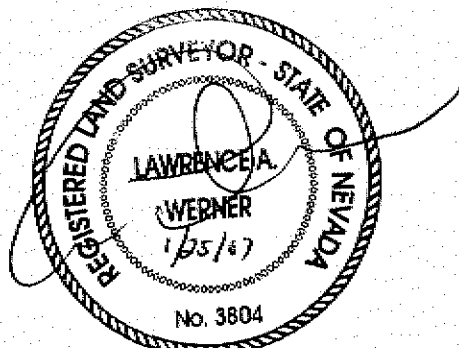
NORTH 28°51'14" EAST, BEING THE GRID BEARING BETWEEN NEVADA DEPARTMENT OF TRANSPORTATION MONUMENTS 433008M AND 433011M, USING NAD 27 (NEVADA WEST) VALUES AS SHOWN:

433008M (GRID) NORTHING 1605478.42 EASTING 170854.32

433011M (GRID) NORTHING 1610088.41 EASTING 174009.16

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

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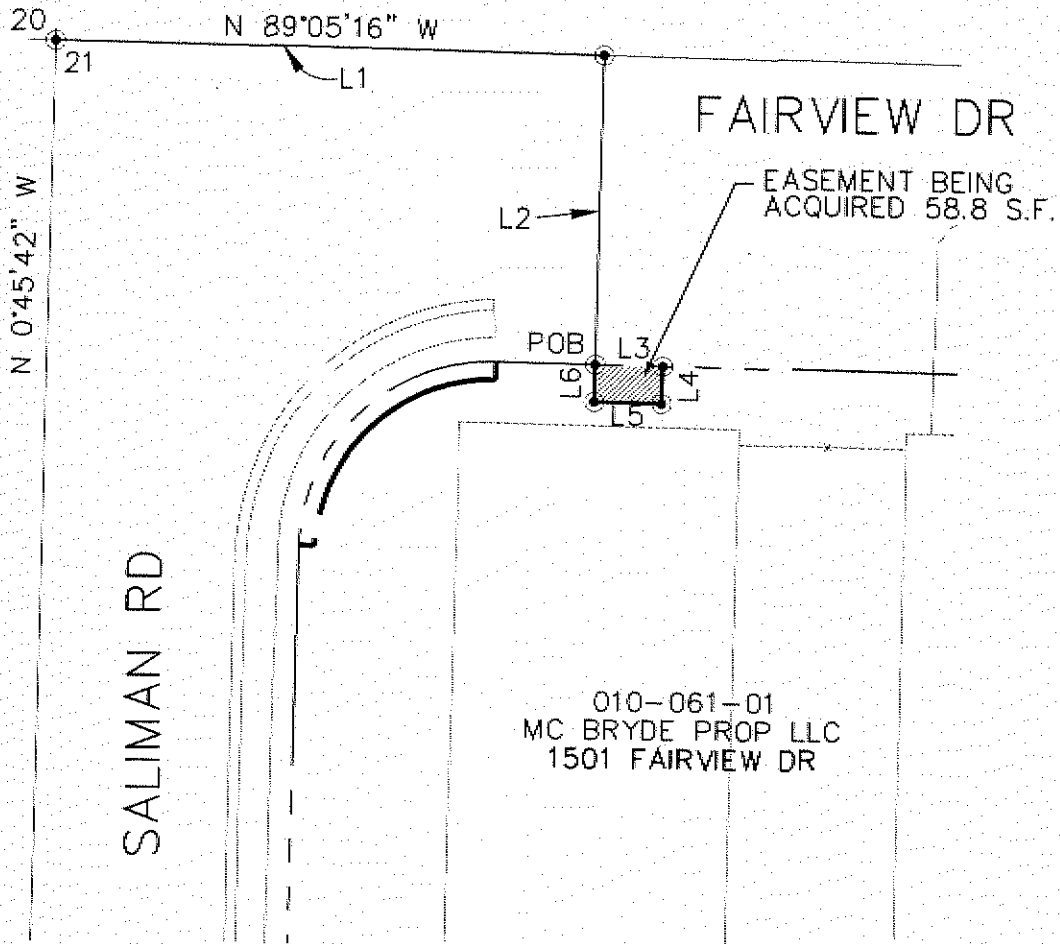


EXP-6-30-08

Exhibit A

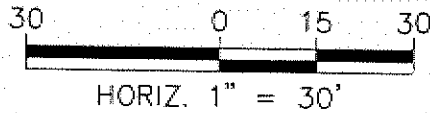


Exhibit B  
 APN 010-061-01



010-061-01  
 MC BRYDE PROP LLC  
 1501 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	85.55'	N 89°05'16" W
L2	48.02'	N 00°54'44" E
L3	10.00'	S 89°05'14" E
L4	5.88'	S 00°54'52" W
L5	10.00'	N 89°05'08" W
L6	5.88'	N 00°54'52" E

**CARSON CITY**  
 ENGINEERING DEPARTMENT

2621 NORTHGATE LN. CARSON CITY, NEVADA 89701  
 PH: 887-2300 FAX: 887-2614

AQUISITION OF AN EASEMENT  
 ON APN 010-061-01

DESIGNED BY: EWR  
 DRAWN BY: JPS  
 CHECKED BY: TDL  
 SCALE (HORIZ): 1"=30'  
 DATE: 01/16/07

**EXHIBIT**  
**MAP**

APN 010-061-01

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

TEMPORARY EASEMENT DEED

THIS TEMPORARY EASEMENT DEED, made this 10 day of July, 2007, between McBryde Properties, LLC, A Nevada Limited Liability Company, 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.

The above described temporary rights granted by this instrument shall commence upon written notice from CITY and shall terminate on twenty four (24) months later.

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 for the term of this temporary easement deed.

APN 010-061-01

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

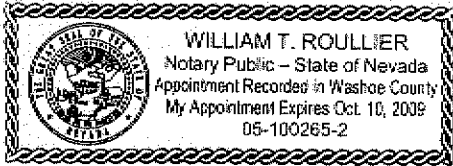
Sharon Inesha LeBeau 7-10-07  
Name Date

Jeffrey Michael McBryde 7/10/07  
Name Date

STATE OF NEVADA  
COUNTY OF WASHOE

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, SHARON MARSHA McBRIDE AND JEFFREY MICHAEL McBRIDE 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 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.

[Signature]

APN 010-061-01

CITY:

REVIEWED AND RECOMMENDED BY:

  
LAWRENCE A. WERNER, P.E., P.L.S. *Date* 7/24/07  
City Engineer

APPROVED FOR LEGALITY AND FORM:

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

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

ATTEST:

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

MC BRYDE PROP LLC  
Temporary Construction Easement  
APN 010-061-01  
LEGAL DESCRIPTION

May 6, 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 West Quarter Section Corner of Section 21, Township 15 N., Range 20 E. M.D.M., thence S 89° 05' 16" E, 70.21 feet along the quarter section line; thence S 00° 54' 44" W., 48.02 feet to a point on the north property line of parcel APN 010-061-01 and the TRUE POINT OF BEGINNING and shown as "POB" on Exhibit A attached hereto:

thence S 89° 05' 14" E, 94.96 feet;

thence S 00° 54' 52" W, 2.88 feet;

thence N 89° 05' 08" W, 94.97 feet;

thence N 00° 53' 56" E, 2.88 feet to the POINT OF BEGINNING.

Containing 273.1 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.

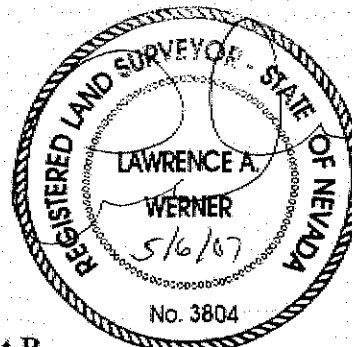
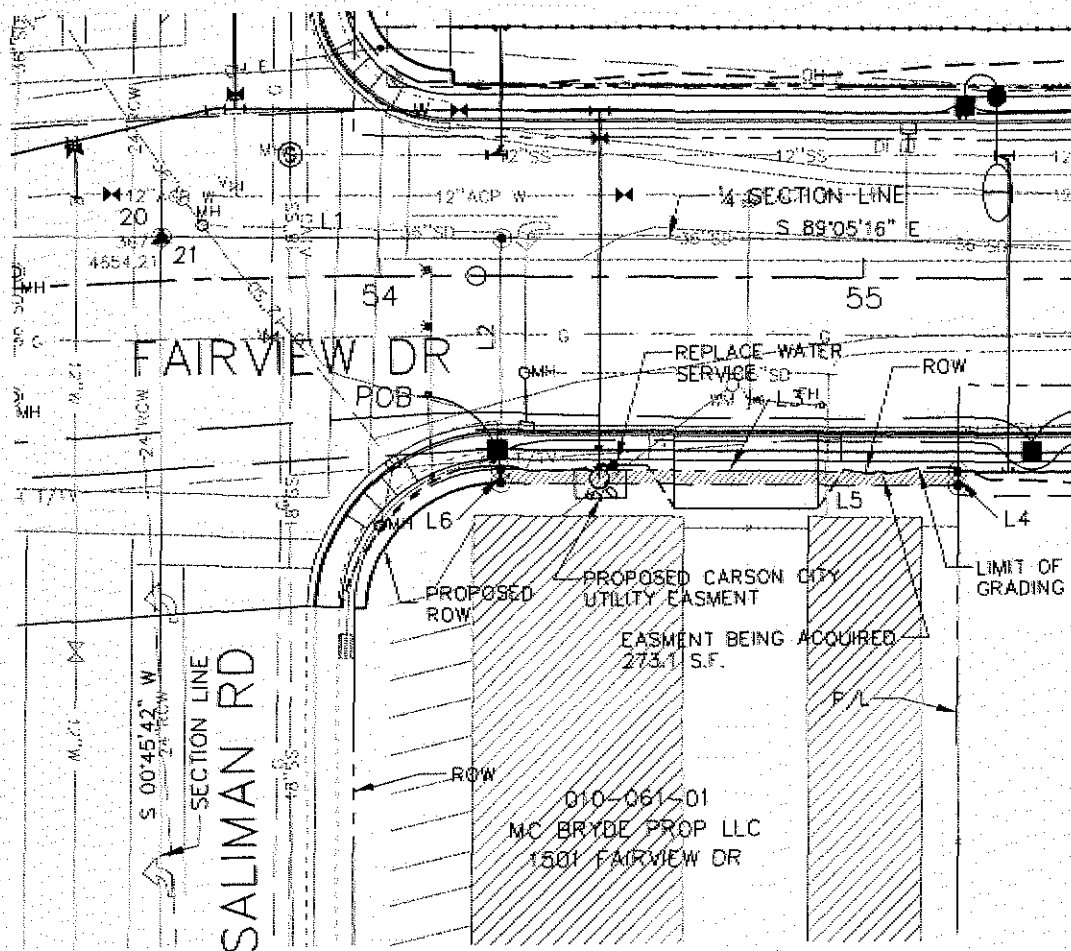


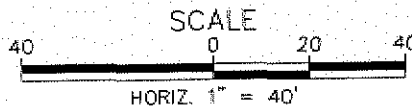
Exhibit B

Exp 6-30-08



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	70.21'	S 89°05'16" E
L2	48.02'	S 00°54'44" W
L3	94.96'	S 89°05'14" E
L4	2.88'	S 00°45'44" W
L5	94.97'	N 89°05'14" W
L6	2.88'	N 00°53'26" E



**CARSON CITY**  
 ENGINEERING DEPARTMENT

2821 NORTHGATE LN. CARSON CITY, NEVADA 89701  
 PH: 887-2300 FAX: 887-2614

**EXHIBIT A**  
 FOR APN 010-061-01

DESIGNED BY: EWR  
 DRAWN BY: ELC  
 CHECKED BY: TDL  
 SCALE (HORIZ): 1"=40'  
 DATE: 5/5/07

**EXHIBIT**  
**MAP**

AGREEMENT FOR CONSTRUCTION  
OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 18 day of July, 2007,  
by and between McBryde Properties, LLC, A Nevada Limited Liability Company, 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, reconstruct  
driveways, and grading (collectively, Improvements) upon OWNER'S adjacent land identified as being a portion  
of APN 010-061-01 and depicted by highlighting on Exhibit "A" 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.

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 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.

4.

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,

REVIEWED AND RECOMMENDED BY:

By: Sharon Marsha McBryde 7-10-07  
SHARON MARSHA McBRIDE Date

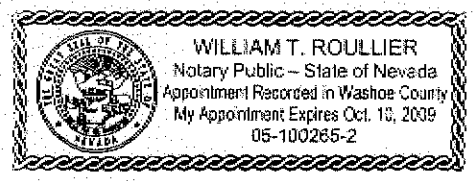
[Signature] 7/24/07  
LAWRENCE A. WERNER, P.E., P.L.S. Date  
City Engineer

By: Jeffrey Michael McBryde 7-10-07  
JEFFREY MICHAEL McBRIDE Date

STATE OF NEVADA  
COUNTY of CLATSOP

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the COUNTY of CLATSOP, State of NEVADA, Sharon Marsha McBryde personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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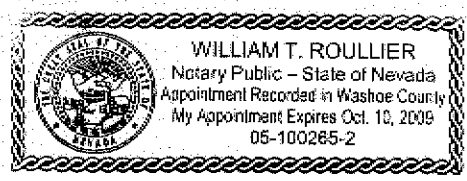


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.  
[Signature]

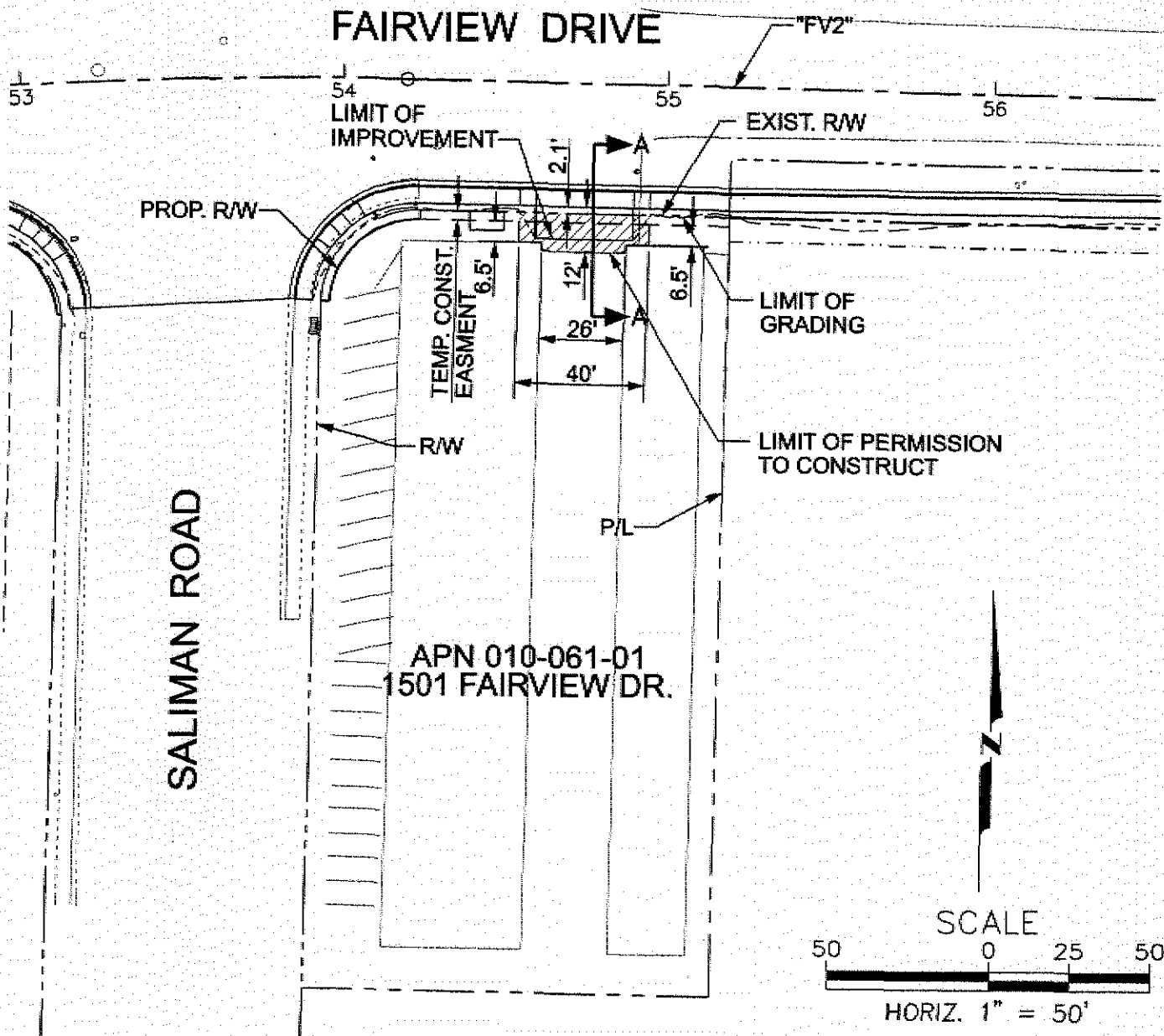
STATE OF NEVADA  
COUNTY of CLATSOP

On this 10 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the COUNTY of CLATSOP, State of NEVADA, Jeffrey Michael McBryde 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 executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

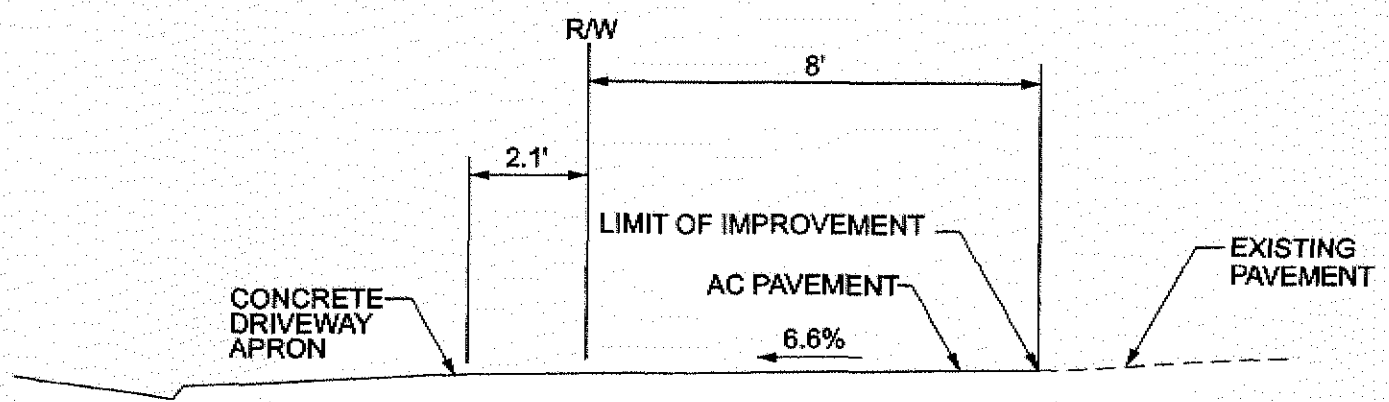
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.  
[Signature]



**EXHIBIT "A"**



**SECTION A-A**