

Mem # 4-7A

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: August 28, 2007

Agenda Date Requested: Sept 6, 2007
Time Requested: Consent

To: Mayor and Supervisors

From: Development Engineering

Subject Title: Action to approve an agreement between Sandra Corda Arraiz as successor Trustree of the Edward R. Corda Revocable Trust dated January 20, 1999 and Carson City whereby Sandra Corda Arraiz as successor Trustree of the Edward R. Corda Revocable Trust dated January 20, 1999 agree(s) to sell and convey a portion of real property for right-of-way; a utility easement; a temporary construction easement; and permission for construction outside of the right-of-way all on property described as Assessor's Parcel Number 009-552-04 for the appraised value of \$1,200.00 as part of the Fairview Drive project.

Staff Summary: The Regional Transportation Commission has recommended at their August 8, 2007 meeting that the Board of Supervisors approve the agreement between Sandra Corda Arraiz as successor Trustree of the Edward R. Corda Revocable Trust dated January 20, 1999 and Carson City for the acquisition of real property necessary to construct roadway improvements for the widening of Fairview Drive. The subject property was appraised by Johnson and Perkins & Associates, Inc.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve an agreement between Sandra Corda Arraiz as successor Trustree of the Edward R. Corda Revocable Trust dated January 20, 1999 and Carson City whereby Sandra Corda Arraiz as successor Trustree of the Edward R. Corda Revocable Trust dated January 20, 1999 agree(s) to sell and convey a portion of real property for right-of-way; a utility easement; a temporary construction easement; and permission for construction outside of the right-of-way all on property described as Assessor's Parcel Number 009-552-04 for the appraised value of \$1,200.00 as part of the Fairview Drive project.

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 49.9 square feet of right-of-way and 416.6 square feet of temporary constuction easement on a lot identified as APN 009-552-04.

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: \$1,200

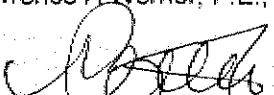
Explanation of Impact: The amount of the agreement is based on an evaluations prepared by Johnson and Perkins which was reviewed and approved by the City Engineer.

Funding Source: Regional Transportation Commission

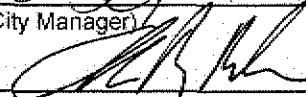
Alternatives: Do not approve the agreement.

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: 8/28/7

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 009-552-04

AGREEMENT

THIS AGREEMENT, made this 13 day of July, 2007, between Sandra Corda Arraiz as successor Trustee of the Edward R. Corda Revocable Trust dated January 20, 1999, 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 009-552-04) 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 temporary construction easement for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (APN 009-552-04) 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 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 009-552-04) 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 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.

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

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

(g) 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.

(h) 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.

(i) 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 **ONE THOUSAND, TWO HUNDRED DOLLARS (\$1,200.00)**, 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.

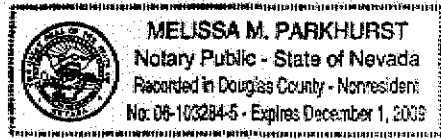
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Sandra C Arviz 7-13-07
Edward R. Corda Sole Trustee Date

STATE OF Nevada

On this 13 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, Sandra C Arviz 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.

Melissa M Parkhurst
Notary public

CITY:
REVIEWED AND RECOMMENDED BY:
[Signature] 7/27/07
LAWRENCE A. WERNER, P.E., R.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

APN 009-552-04

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 13 day of July, 2007, between Sandra Corda Arraiz as successor Trustee of the Edward R. Corda Revocable Trust dated January 20, 1999, 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.

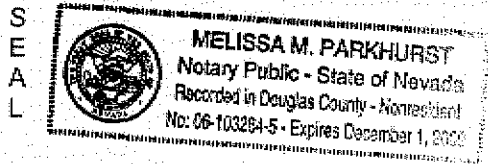
TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to its successors and assigns forever.

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

Edward R. Corda
By Sandra C. Arraiz 7-13-07
~~Edward L. Corda~~ Sole Trustee Date

STATE OF Nevada
Douglas County

On this 13 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, Sandra C. Arraiz 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.



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

CITY:

Melissa M. Parkhurst

REVIEWED AND RECOMMENDED BY:

[Signature] 7/27/07
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

CORDA, EDWARD R. TRUST, 1-20-99
Right of Way
APN 009-552-04
LEGAL DESCRIPTION

January 24, 2007

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

BEGINNING at the East Quarter Section Corner of Section 20, Township 15 N., Range 20 E. M.D.M., thence N 89° 06' 51" W, 71.20 feet along the quarter section line; thence S 00° 53' 09" E., 57.20 feet to a point on the north property line of parcel APN 009-552-04 and the TRUE POINT OF BEGINNING and shown as "POB" on Exhibit B attached hereto:

thence 43.14 feet along the arc of a curve to the right having a central angle of 86° 20' 31", a radial bearing of S 01° 41' 46" E, and a radius of 30.00 feet;
thence N 89° 13' 32" W, 1.27 feet;
thence 14.83 feet along the arc of a curve to the left having a central angle of 27° 24' 56", a radial bearing of S 84° 37' 58" W, and a radius of 31.00 feet;
thence 28.37 feet along the arc of a curve to the left having a central angle of 65° 00' 48", a radial bearing of S 01° 41' 46" E, and a radius of 25.00 feet;
thence N 80° 47' 46" W, 2.07 feet to the POINT OF BEGINNING.

Containing 49.9 square feet, more or less.

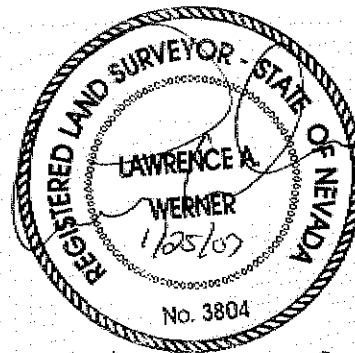
BASIS OF BEARING

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)

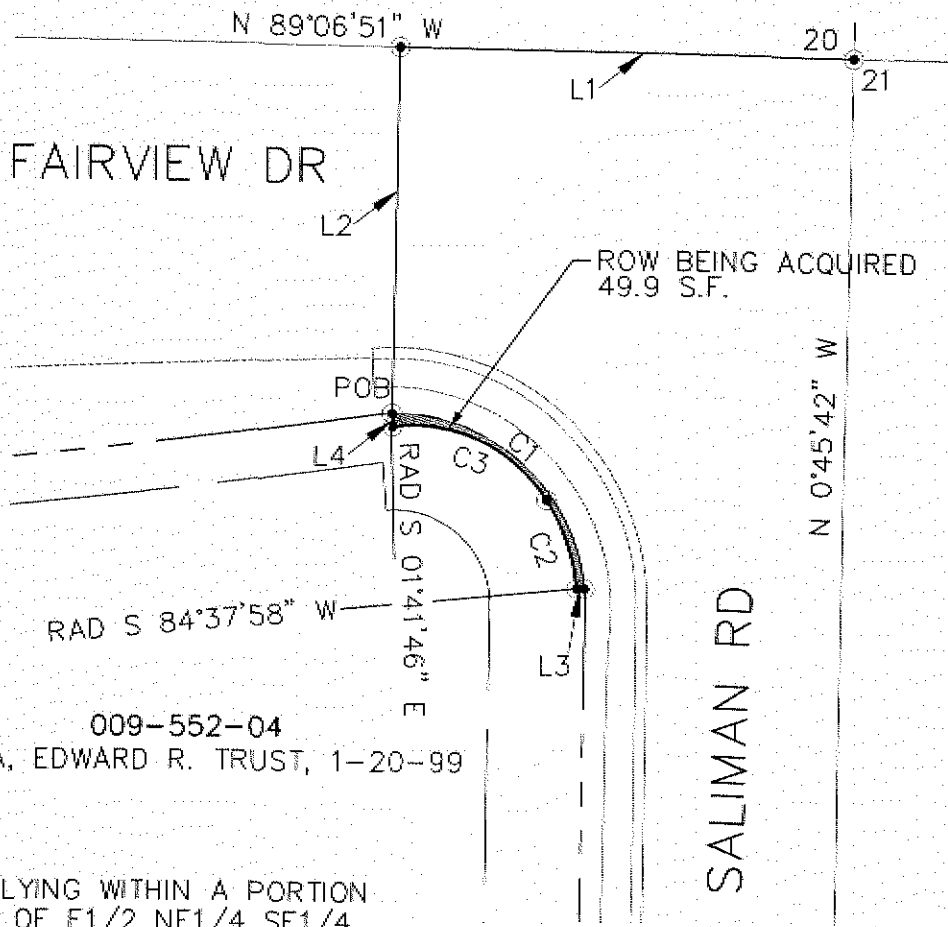
THE NDOT AREA COMBINED FACTOR OF .9997992940 WAS USED TO CONVERT TO GROUND COORDINATES.

Exhibit A



ETb 6-30-08

Exhibit B
 APN 009-552-04



009-552-04
 CORDA, EDWARD R. TRUST, 1-20-99

LYING WITHIN A PORTION
 OF E1/2 NE1/4 SE1/4
 SECTION 20, TOWNSHIP 15 N., RANGE 20E.
 MDB&M, CARSON CITY, NV



LINE	LENGTH	BEARING
L1	71.20'	N 89°06'51" W
L2	57.20'	N 00°53'09" W
L3	1.27'	N 89°13'32" W
L4	2.07'	N 07°47'46" W

CURVE	LENGTH	RADIUS	DELTA
C1	43.14'	30.00'	86°20'31"
C2	14.83'	31.00'	27°24'56"
C3	28.37'	25.00'	65°00'48"

CARSON CITY
 ENGINEERING DEPARTMENT
 2521 NORTHGATE LN. CARSON CITY, NEVADA 89701
 PH: 887-2300 FAX: 887-2614

AQUISITION OF A ROW
 ON APN 009-552-04

DESIGNED BY: EWR
 DRAWN BY: JPS
 CHECKED BY: TDL
 SCALE (HORIZ): 1"=30'
 DATE: 01/24/07

EXHIBIT
 MAP

APN 009-552-04

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 13 day of July, 2007, between Sandra Corda Arraiz as successor Trustee of the Edward R. Corda Revocable Trust dated January 20, 1999, 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 009-552-04

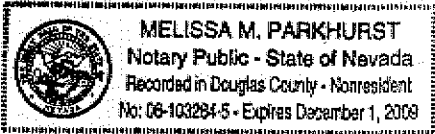
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Edward R Corda
By Sandra C Arraiz 7-13-07
~~Edward R. Corda~~ Date
Sole Trustee

STATE OF Nevada

On this 13 day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, Sandra C Arraiz 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.

Melissa M. Parkhurst
Notary public

CITY:

REVIEWED AND RECOMMENDED BY:

[Signature] 7/27/07
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

CORDA, EDWARD R. TRUST, 1-20-99
Temporary Construction Easement
APN 009-552-04
LEGAL DESCRIPTION

April 18, 2007

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

BEGINNING at the East Quarter Section Corner of Section 20, Township 15 N., Range 20 E. M.D.M., thence N 89° 06' 51" W, 71.20 feet along the quarter section line; thence S 00° 53' 09" E., 57.20 feet to a point on the north property line of parcel APN 009-552-04 and the TRUE POINT OF BEGINNING and shown as "POB" on Exhibit A attached hereto:

thence S 07° 47' 46" E, 2.07 feet;

thence 10.07 feet along the arc of a curve to the right having a central angle of 23° 04' 28", and a radius of 25.00 feet;

thence S 82° 12' 14" W, 97.81 feet;

thence N 08° 13' 26" W, 4.84 feet;

thence N 81° 46' 34" E, 27.70 feet;

thence 58.24 feet along the arc of a curve to the left having a central angle of 02° 27' 13", and a radius of 1,360.0 feet;

thence 2.13 feet along the arc of a curve to the left having a central angle of 04° 03' 48", and a radius of 35.00 feet to the POINT OF BEGINNING.

Containing 416.6 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:

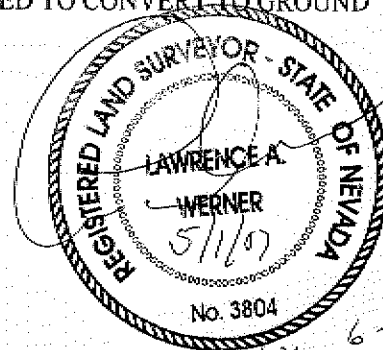
433008M (GRID) NORTHING 1605478.42 EASTING 170854.32

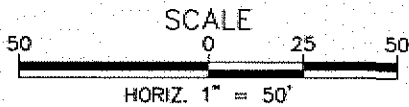
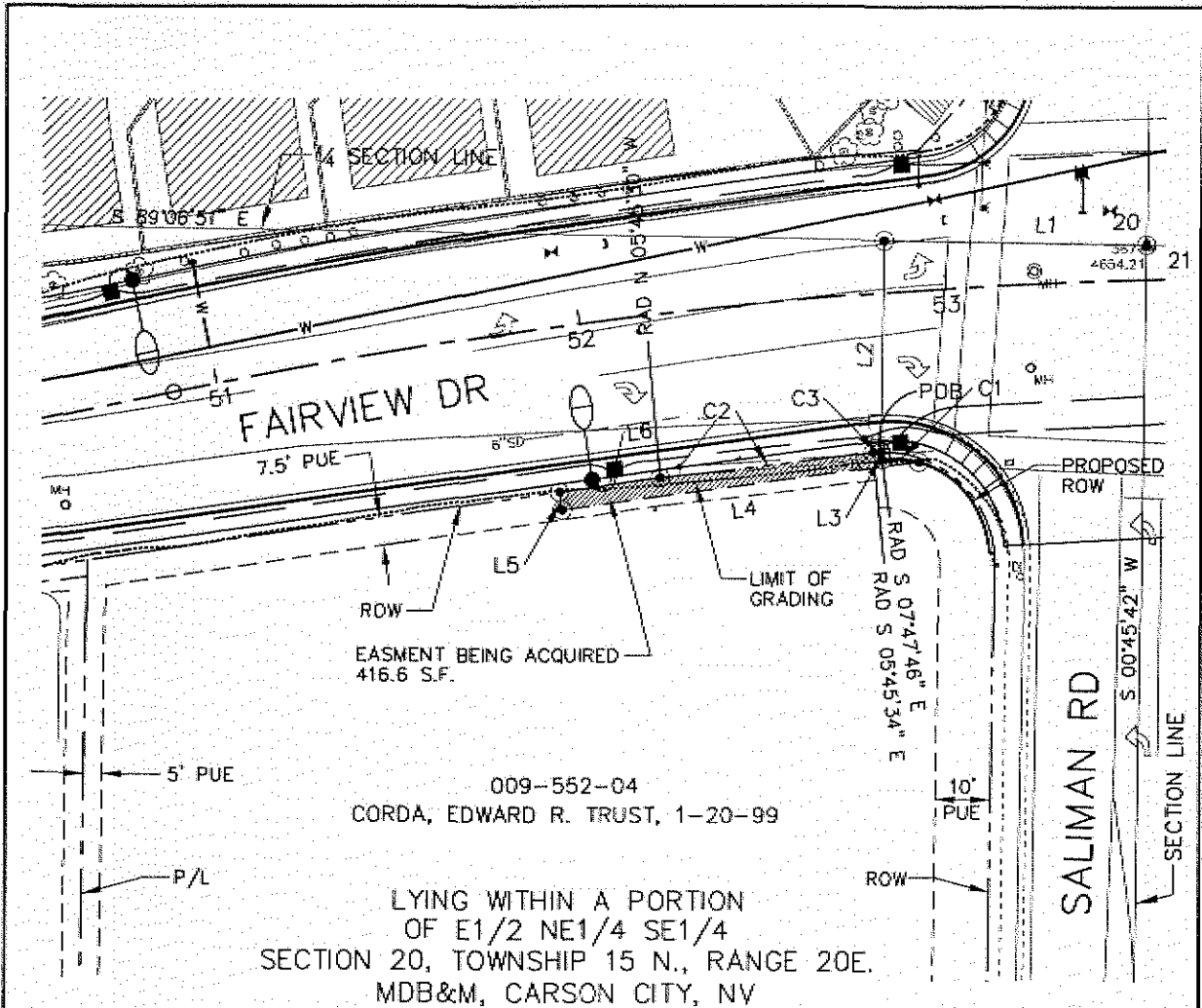
433011M (GRID) NORTHING 1610088.41 EASTING 174009.16

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

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

Exhibit B





LINE	LENGTH	BEARING
L1	71.20'	N 89°06'51" W
L2	57.20'	S 00°53'09" W
L3	2.07'	S 07°47'46" E
L4	97.81'	S 82°12'14" W
L5	4.84'	N 08°13'26" W
L6	27.70'	N 81°46'34" E

CURVE	LENGTH	RADIUS	DELTA
C1	10.07'	25.00'	23°04'26"
C2	58.24'	1360.0'	02°27'13"
C3	2.13'	30.00'	04°03'48"

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

EXHIBIT A
 FOR APN 009-552-04

DESIGNED BY: EWR
 DRAWN BY: ELC
 CHECKED BY: TDL
 SCALE (HORIZ): 1"=50'
 DATE: 8/5/07

**EXHIBIT
 MAP**

AGREEMENT FOR CONSTRUCTION
OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 13 day of July, 2007,
by and between Sandra Corda Arraiz as successor Trustee of the Edward R. Corda Revocable Trust dated
January 20, 1999, 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 perform as part of the widening of Fairview Drive, grading
(Improvements) upon OWNER'S adjacent land identified as being a portion of APN 009-552-04 and depicted
by cross hatching 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,

REVIEWED AND RECOMMENDED BY:

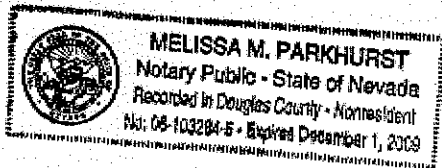
By Edward R Corda Site Trustee
Sandra C Arraiz 7-13-07
Edward R. Corda Date

[Signature] 7/17/07
LAWRENCE A. WERNER, P.E., P.L.S. Date
City Engineer

STATE OF Nevada

On this 13th day of July, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, Sandra C Arraiz 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



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

Melissa M Parkhurst
Notary public

FAIRVIEW DRIVE

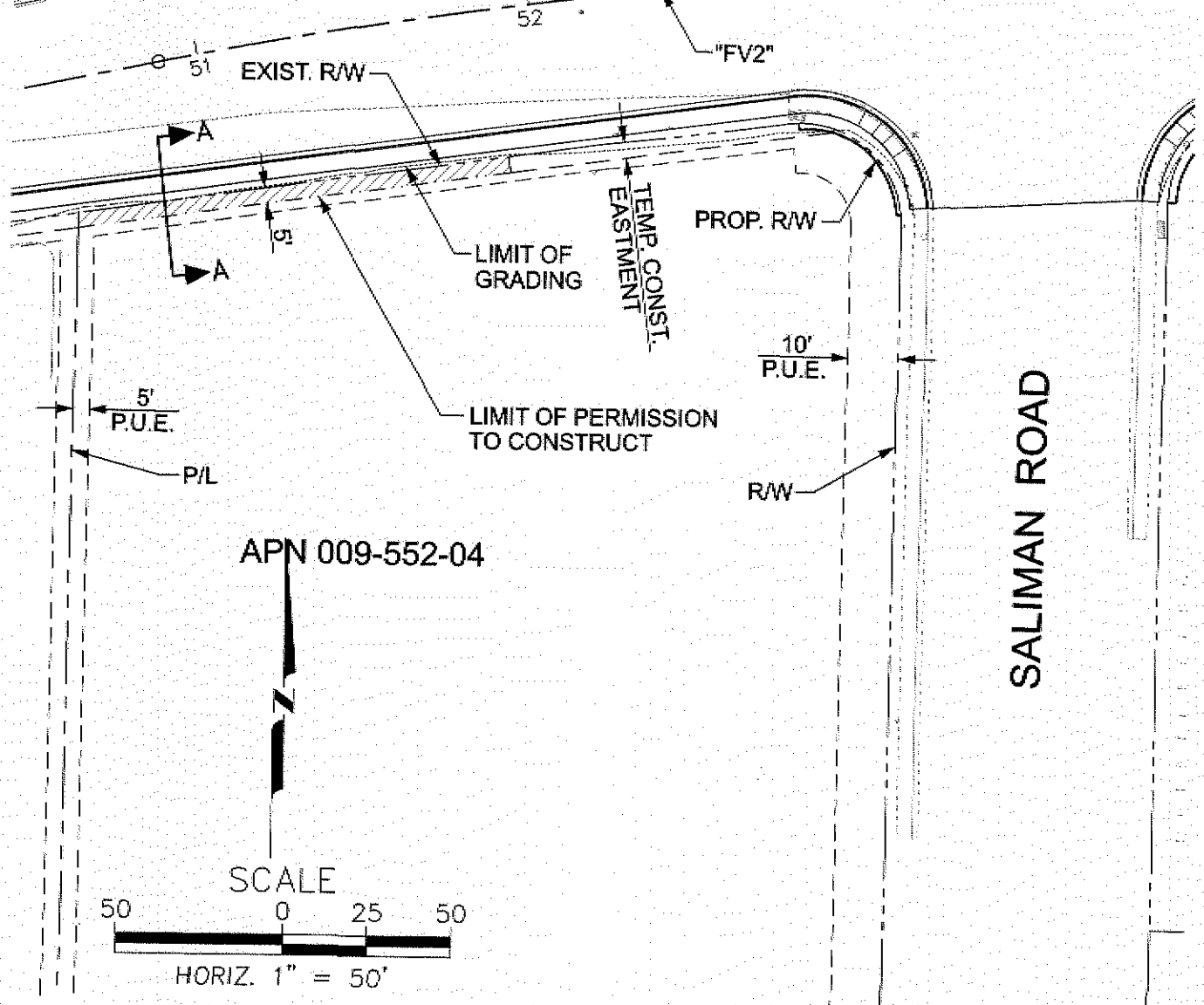
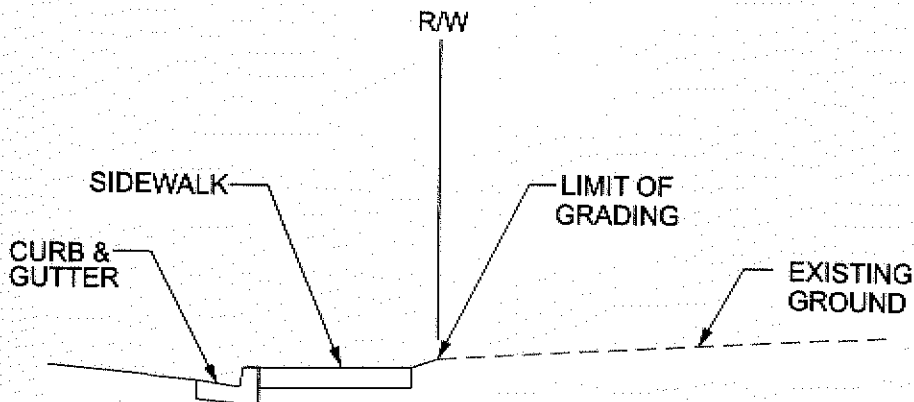


EXHIBIT "A"



SECTION A-A