

APN 009-226-07 (Portion)

AFTER RECORDING RETURN TO:  
ROBERT FELLOWS  
CARSON CITY PUBLIC WORKS  
3505 BUTII WAY  
CARSON CITY, NV 89701-3498

AGREEMENT TO PURCHASE

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Foster Family Trust u/d/t/ August 9, 2005, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

1. The OWNER, for and in consideration of and subject to performance of the promises and covenants of the CITY, as hereinafter provided, agrees as follows:
  - a. To convey to CITY fee simple title of an area consisting of approximately 900 square feet of land, being a portion of APN 009-226-07, for the purpose of roadway, utilities and the associated improvements upon, under, over, and across the property; said land situate, lying, and being in Carson City, State of Nevada, and more particularly described as parcel "A" in Exhibit "A" attached hereto and made a part hereof.
  - b. To deliver to the CITY the Conveyance Deed for the property described in Exhibit "A1", and the Conveyance Deed for the property described in Exhibit "B1".
  - c. To be responsible for the OWNER's property (a portion of APN 009-226-07), including the maintenance of risk and liability insurance for loss or damage until such date as OWNER has delivered the before mentioned Deed to the CITY, or such earlier date as OWNER has given physical possession of said subject property to the CITY.
  - d. To permit the CITY, its authorized agents and contractors to enter in and upon OWNER's Exhibit "A" property (being a portion of APN 009-226-07), which is herein agreed to be conveyed, for the purposes of inspection, land survey, environmental analysis, engineering and construction upon execution of this Agreement, all at the City's sole expense and risk, and so long as such inspection, survey, environmental analysis, engineering and construction work is done without any interruption in the OWNER's ingress and egress to the OWNER's land. Each entry shall be coordinated through the OWNER, and conducted only by licensed or qualified personnel.

**LATE MATERIAL**  
MEETING DATE 2/5/15  
ITEM # 196



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- 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 breach and default of this Agreement. If OWNER or CITY fails, neglects, or refuses to cure the default within a reasonable time following a written 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 any other remedy now or hereafter provided by law. In the event the governmental **approvals** required for the performance of this Agreement are not obtained, despite the good faith efforts and recommendations of the parties, then the parties shall have the rights and remedies afforded them by law, in addition to any rights and remedies conferred under this Agreement.
- 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, the Deed, referred to in this Agreement, hereinafter collectively called the TRANSACTION DOCUMENTS, shall be executed and delivered contemporaneously, and once executed, the TRANSACTION DOCUMENTS shall constitute the entire contract and agreement between the parties hereto, and no modification hereof shall be binding unless such modification is set forth in writing, and signed by the parties hereto.
- g. All property descriptions are fixed and no adjustment will be 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.

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- j. As set forth in the TRANSACTION DOCUMENTS, the CITY shall have the right to adapt and improve the whole or any part of said property acquired by CITY from OWNER in accordance with the provisions of N.R.S. 271.265.

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

OWNER, Foster Family Trust u/d/t/ August 9, 2005:

*Joe E. Foster, Sr.*  
 Joe Ervin Foster, Sr.  
 Co-Trustee

DECEASED  
 Donna Mae Foster  
 Co-Trustee

STATE OF NEVADA     )  
                                   ) SS.  
 CARSON CITY         )



This instrument was acknowledged before me on July 8<sup>th</sup>, 2014, by Joe Ervin Foster, Sr., Co-Trustee.

*Karen L. White*  
 NOTARY PUBLIC

~~STATE OF NEVADA     )  
                                   ) SS.  
 CARSON CITY         )~~

~~This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Donna Mae Foster, Co-Trustee.~~

\_\_\_\_\_  
 NOTARY PUBLIC

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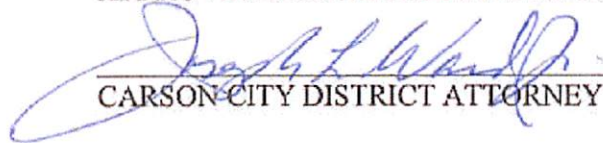
CITY:

**REVIEWED AND RECOMMENDED BY:**

  
\_\_\_\_\_  
DARREN SCHULZ  
PUBLIC WORKS DIRECTOR

1/21/15  
Date

**APPROVED FOR LEGALITY AND FORM:**

  
\_\_\_\_\_  
CARSON CITY DISTRICT ATTORNEY

1/21/15  
Date

**BOARD APPROVED BY:**

\_\_\_\_\_  
ROBERT L. CROWELL  
MAYOR

Date

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER  
CLERK-RECORDER

Date



**EXHIBIT "A"**  
**A.P.N. 009-226-07**  
**FOR PARCEL A**

All that certain real property situate within a portion of the SE1/4 SE1/4 NW1/4 SW1/4 of Section 32, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, being a portion of that certain real property described in that Government Patent No. 1224118, dated November 20, 1961, being more particularly described as follows:

**BEGINNING** at a point coincident with the East line of said SE1/4 SE1/4 NW1/4 SW1/4, and being 30.00 feet northerly of, as measured at right angles to the South 1/16 line of the Southwest 1/4 of said Section 32, said point bears North 00°43'46" East, 30.00 feet from the Southwest 1/16 corner of said Section 32;

**THENCE** westerly and parallel with said South 1/16 line, North 89°09'10" West, 30.00 feet to the southeast corner of Parcel 2 as shown on Parcel Map No. 1819, File No. 104144, recorded August 6, 1980, Official Records of Carson City, State of Nevada, said point also being 30.00 feet westerly of, as measured at right angles to said East line;

**THENCE** northerly along the easterly line of said Parcel 2 and parallel with said East line, North 00°43'46" East, 30.00 feet to a point that is 60.00 feet northerly of, as measured at right angles to said South 1/16 line;

**THENCE** easterly and parallel with said South 1/16 line of Section 32, South 89°09'10" East, 30.00 feet to a point on the said East line;

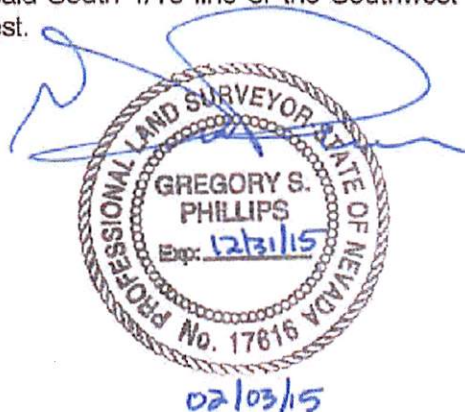
**THENCE** along said East line, South 00°43'46" West, 30.00 feet to the point of **BEGINNING** and end of this description.

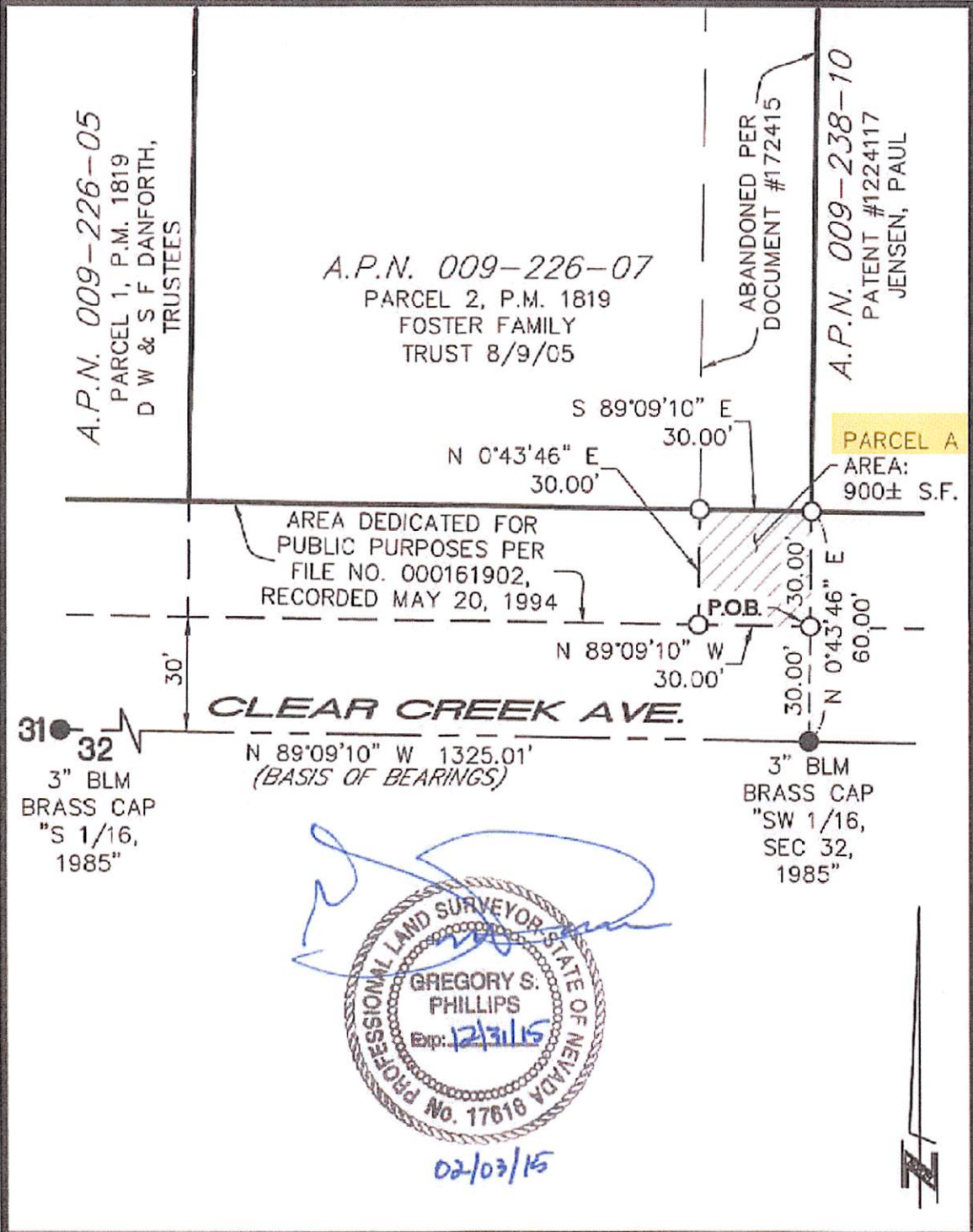
Containing 900 square feet, more or less.

**SEE EXHIBIT "B"** attached hereto and made a part hereof.

The **BASIS OF BEARING** for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94, being said South 1/16 line of the Southwest 1/4 of Section 32 having a bearing of North 89°09'10" West.

Prepared by:  
**Lumos & Associates**  
Gregory S. Phillips, P.L.S. 17616  
800 E. College Parkway  
Carson City, NV 89706





**LUMOS**  
& ASSOCIATES  
800 E. COLLEGE PARKWAY  
CARSON CITY, NEVADA 89726  
PH. (775) 833-7077 FAX (775) 883-7114

**EXHIBIT "B"**  
BEING THE SOUTH 30' OF A.P.N. 009-226-07  
PORTION OF SEC. 32, T15N, R20E, MDM

CARSON CITY NEVADA

Date: FEB., 2015  
Scale: 1" = 40'  
Job No: 8181.007

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EXHIBIT "A1"

AFTER RECORDING RETURN TO:  
ROBERT FELLOWS  
CARSON CITY PUBLIC WORKS  
3505 BUTII WAY  
CARSON CITY, NV 89701-3498

CONVEYANCE DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Foster Family Trust u/d/t/ August 9, 2005, 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 unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a fee simple title for public purposes upon, over, under and across certain real property to the CITY; said land is shown and more fully described in Exhibits "B1" 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.





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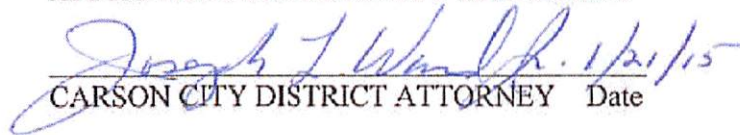
CITY:

**REVIEWED AND RECOMMENDED BY:**

  
\_\_\_\_\_  
DARREN SCHULZ  
PUBLIC WORKS DIRECTOR

1/21/15  
Date

**APPROVED FOR LEGALITY AND FORM:**

  
\_\_\_\_\_  
CARSON CITY DISTRICT ATTORNEY

1/21/15  
Date

**BOARD APPROVED BY:**

\_\_\_\_\_  
ROBERT L. CROWELL  
MAYOR

Date

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER  
CLERK-RECORDER

Date

**EXHIBIT "B1"**  
**A.P.N. 009-226-07**  
**FOR PARCEL A**

All that certain real property situate within a portion of the SE1/4 SE1/4 NW1/4 SW1/4 of Section 32, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, being a portion of that certain real property described in that Government Patent No. 1224118, dated November 20, 1961, being more particularly described as follows:

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**THENCE** westerly and parallel with said South 1/16 line, North 89°09'10" West, 30.00 feet to the southeast corner of Parcel 2 as shown on Parcel Map No. 1819, File No. 104144, recorded August 6, 1980, Official Records of Carson City, State of Nevada, said point also being 30.00 feet westerly of, as measured at right angles to said East line;

**THENCE** northerly along the easterly line of said Parcel 2 and parallel with said East line, North 00°43'46" East, 30.00 feet to a point that is 60.00 feet northerly of, as measured at right angles to said South 1/16 line;

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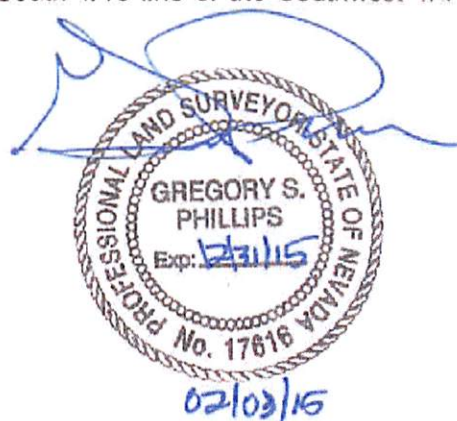
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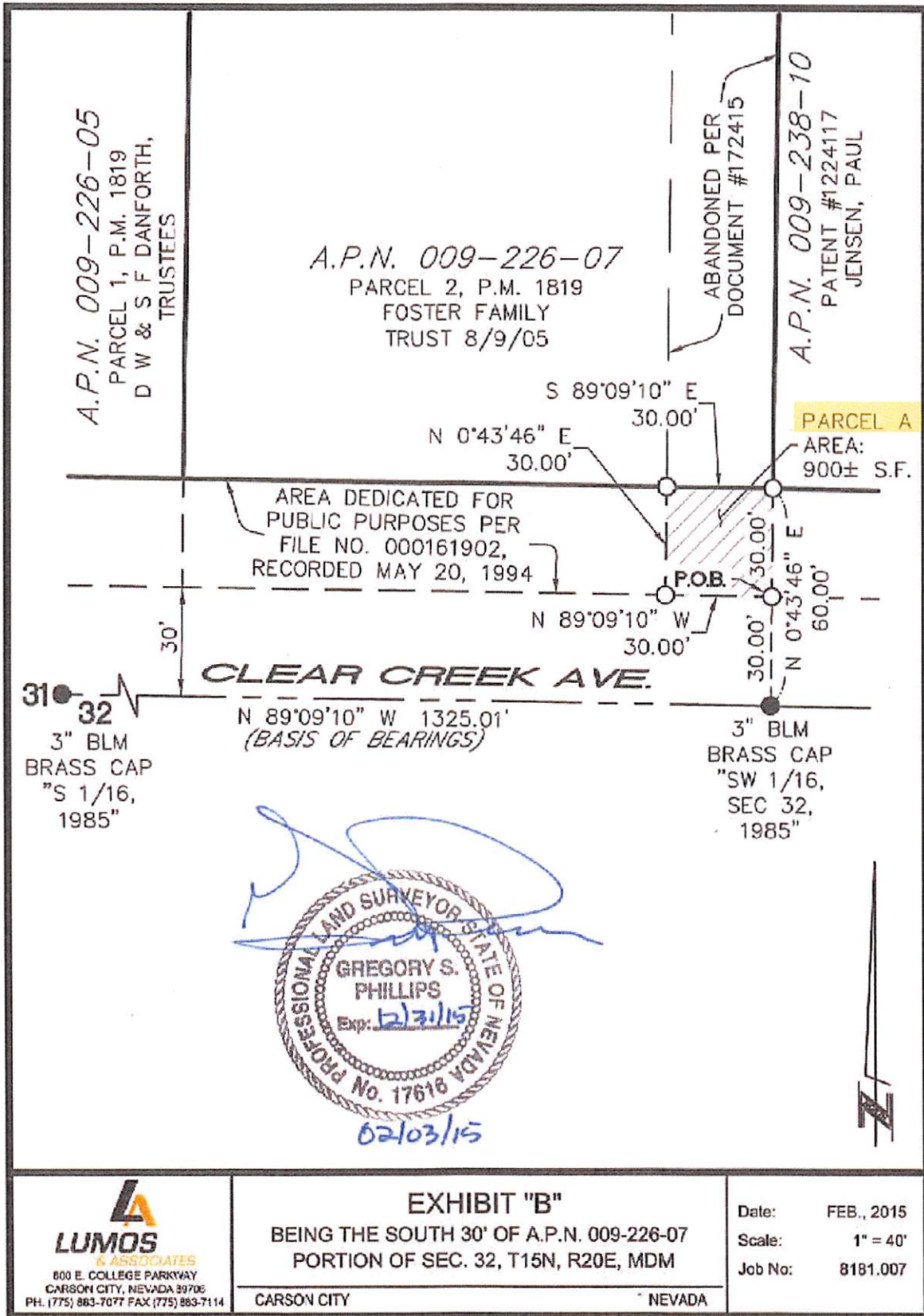
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The **BASIS OF BEARING** for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94, being said South 1/16 line of the Southwest 1/4 of Section 32 having a bearing of North 89°09'10" West.

Prepared by:  
**Lumos & Associates**  
Gregory S. Phillips, P.L.S. 17616  
800 E. College Parkway  
Carson City, NV 89706







**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING AND APPROVING CARSON CITY'S AGREEMENT TO PURCHASE FROM THE FOSTER FAMILY TRUST, AUGUST 9, 2005, A NINE HUNDRED (900) SQUARE FOOT AREA OF REAL PROPERTY FROM A PORTION OF APN 009-226-07 ALONG CLEAR CREEK AVENUE FOR THE PURPOSES OF IMPROVING CLEAR CREEK AVENUE ROADWAY, AND OTHER MATTERS PROPERLY RELATED THERETO.**

**WHEREAS**, NRS 266.265 authorizes the purchase of real property for the benefit of the City and entering into the above-referenced Agreement to Purchase is authorized by law; and

**WHEREAS**, Carson City desires to improve Clear Creek Avenue; and

**WHEREAS**, the Foster Family Trust, August 9, 2005 located at 270 Clear Creek Avenue, (APN 009-226-07) have accepted the appraised value of the subject portion of their property along Clear Creek Road and have executed the subject Agreement to Purchase; and

**NOW, THEREFORE, BE IT RESOLVED**, that the terms and conditions of the Agreement to Purchase for the purpose of Carson City purchasing necessary land, is hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Agreement to Purchase, for the purpose of acquiring title to the subject necessary land, and the Conveyance Deed attached in full thereto, and that a copy of this Resolution and two signed Agreements (two originals) shall be executed, and recorded, and that payment shall be made to Foster Family Trust, August 9, 2005.

