

A portion of APNs 003-113-15 and 003-113-09

AFTER RECORDING RETURN TO:
DANIEL ROTTER
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

WITH A COPY TO:
LOPICCOLO INVESTMENTS, LLC
c/o Mark A. Lopiccolo, Manager
Jennifer M. Lopiccolo, Manager
Lopiccolo Investments, LLC
1400 Chaparral Drive
Carson City, Nevada NV 89703

AGREEMENT BETWEEN
CARSON CITY, NEVADA
AND LOPICCOLO INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY
FOR A PERMANENT EASEMENT NECESSARY FOR CONSTRUCTION OF IMPROVEMENTS
ASSOCIATED WITH THE DOWNTOWN IMPROVEMENT PROJECT, PROJECT NUMBER
031407

THIS AGREEMENT, made this ____ day of _____, 20____,
between LOPICCOLO INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY,
hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED
MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

WHEREAS, OWNER owns APNs 003-113-15 and 003-113-09, located at the
intersection of S. Curry St. reet and Third St. reet adjacent to 310 S. Carson St. reet, in Carson
City, Nevada; and

WHEREAS, the CITY has undertaken the construction of the Downtown Improvement
Project, Project Number 031407; and

WHEREAS, a portion of APNs 003-113-15 and 003-113-09 are necessary for
construction of improvements associated with the Downtown Improvement Project, Project
Number 031407; and

WHEREAS, OWNER wishes to dedicate a portion of APNs 003-113-15 and 003-113-09
to the CITY a permanent easement as described on Exhibit A and depicted on Exhibit B,
attached hereto and made a part herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants
herein contained, it is agreed as follows:

LATE MATERIAL
MEETING DATE 3/17/16
ITEM # 18B

A portion of APNs 003-113-15 and 003-113-09

ARTICLE I – OWNER AGREES

1. The OWNER, for and in consideration of the covenants and other considerations by the CITY as hereinafter provided agrees as follows:

(a) To dedicate and convey a permanent easement to the CITY, for the purpose of location, construction, and maintenance of a plaza and improvements associated with the Downtown Improvement Project, located upon, over and across all that real property described as a portion of APNs 003-113-15 and 003-113-09; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibit A and depicted on Exhibit B.

(b) To grant the CITY a PERMANENT EASEMENT conveying a permanent easement upon, over and across certain real property described as a portion of APNs 003-113-15 and 003-113-09 on Exhibit A and depicted on Exhibit B.

(c) To be responsible for said premises, including risk and liability for loss and damage, including all repairs to said premises until such date as CITY has recorded the easement, or such date as the CITY or its agents and contractors have entered any portion of the premises for the construction of the Project.

(d) To permit the CITY, its authorized agents and contractors to enter in and upon OWNER'S before described lands for which Permanent Easement is granted upon execution of this aAgreement.

(e) To waive and hereby does waive, with full knowledge that a public project improvements and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the OWNER caused by the construction of the Project as depicted in the construction plans attached as Exhibit C.

(f) To waive, and does hereby waive as an informed and knowledgeable OWNER, its rights to just compensation for the construction of the Project as shown on Exhibit C.

(g) Does hereby acknowledge that said project improvements will reduce OWNER's parking but in reliance upon Section III (4)©1(c) below.

A portion of APNs 003-113-15 and 003-113-09

ARTICLE II – CITY AGREES

1. The CITY, in consideration of the granting of the permanent easement and other covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To accept dedication of a perpetual easement and right-of-way, for the purpose of location, construction, and maintenance of a plaza and improvements associated with the Downtown Improvement Project, located upon, over and across all that real property described as a portion of APN's 003-113-15 and 003-113-09 on Exhibit A and depicted on Exhibit B.

(b) In the event the property conveyed herein is used for other than the Project as shown in Exhibit C, or upon CITY's failing to comply with any condition, covenant contained in this Agreement, such event is a violation of the terms of this Agreement. To enforce compliance with the terms of this Agreement, the OWNER may give the CITY a written notice of the violation of the terms of this Agreement by certified, return receipt mail describing the violation and giving notice of the OWNER's intent to revoke the easement if the CITY fails to correct the violation within a period of thirty (30) days from the date of mailing of the notice. If the CITY does not cure the violation, the OWNER may at any time file a notice of termination of easement with the Carson City Recorder and all improvements placed within the easement shall become the property of the OWNER.

(c) The City agrees to allocate six (6) parking spaces in the parking lot located at 202 South Curry Street, APN 003-114-06, for the exclusive use of the residents of 310 South Carson Street, APN 003-113-09. The spaces allocated shall be the southeastern-most six (6) unless otherwise reviewed and approved by the OWNER and CITY.

(d) The property currently enjoys a downtown mixed-used zoning which does not require additional parking should a change of use or remodeling effort occur. The City shall uphold this zoning and associated parking requirements and not impose requirements that would adversely affect the parcel above and beyond what the requirements would be if the Project was not built on the easement.

ARTICLE III - IT IS MUTUALLY AGREED

1. It is mutually agreed and understood by the CITY and by the OWNER as follows:

(a) This AGREEMENT shall not become effective until and unless approved by appropriate official action of the Carson City Board of Supervisors.

(b) All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

A portion of APNs 003-113-15 and 003-113-09

FOR CITY: Darren Schulz, City Engineer
City of Carson City
3505 Butti Way
Carson City, Nevada 89701
Phone: (775) 283-7391
Fax: (775) 887-2112
E-mail: DSchulz@carson.org

FOR OWNER: Mark A. Lopiccio, Manager
Jennifer M. Lopiccio, Manager
Lopiccio Investments, LLC
1400 Chaparral Dr.
Carson City, Nevada NV 89703
Phone: (775) 772-9579
E-fax (775) 236-1712
E-mail: Jenny.Lopiccio@cbselectre.com

(c) This AGREEMENT constitutes the entire agreement of the parties and such is the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(d) The parties hereto represent and warrant that the person executing this AGREEMENT on behalf of each party has full power and authority to enter into this AGREEMENT and that the parties are authorized by law to perform the acts contemplated herein.

(e) 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.

(f) 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.

(g) The covenants and agreements expressed in the AGREEMENT shall survive the recordation of the easement. -

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(h) This AGREEMENT and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada First Judicial District Court, Carson City, Nevada, for enforcement of this AGREEMENT.

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

LOPICCOLO INVESTMENTS, LLC,
A NEVADA LIMITED LIABILITY COMPANY

By: _____
MARK A. LOPICCOLO, Manager

By: _____
JENNIFER M. LOPICCOLO, Manager

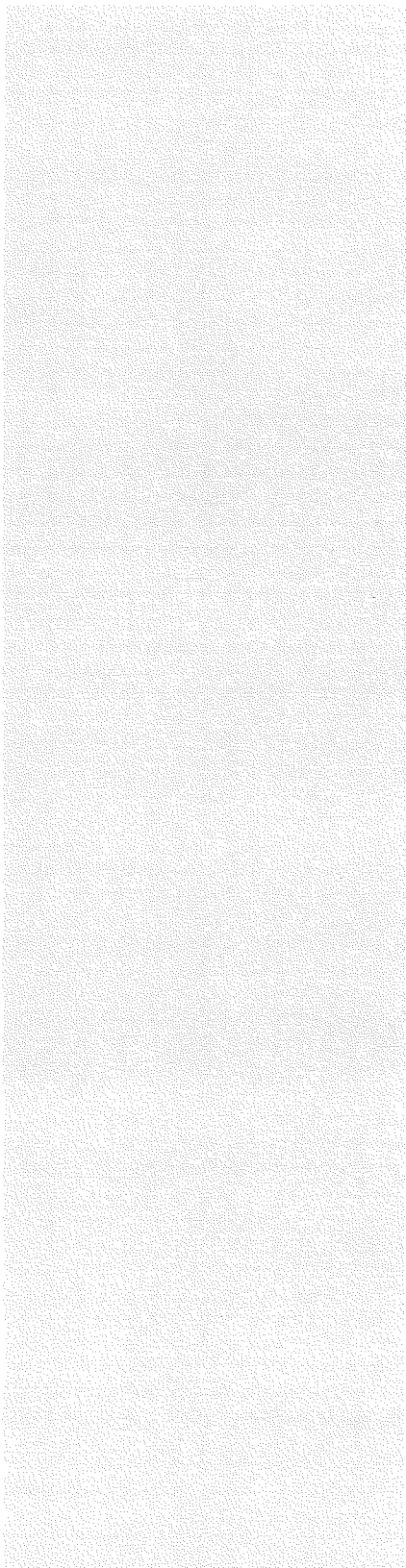
If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

STATE OF NEVADA)
) SS.
CARSON CITY)

This instrument was acknowledged before me on _____, by _____ as _____ of LOPICCOLO INVESTMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY.

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_____ NOTARY PUBLIC



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(e) To waive and hereby does waive, with full knowledge that public project improvements and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the OWNER caused by the construction of the Project as depicted in the construction plans attached as Exhibit C.

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FOR CITY: Darren Schulz, City Engineer
City of Carson City
3505 Butti Way
Carson City, Nevada 89701
Phone: (775) 283-7391
Fax: (775) 887-2112
E-mail: DSchulz@carson.org

FOR OWNER: Mark A. Lopiccolo, Manager
Jennifer M. Lopiccolo, Manager
Lopiccolo Investments, LLC
1400 Chaparral Dr.
Carson City, Nevada NV 89703
Phone: (775) 772-9579
E-fax (775) 236-1712
E-mail: Jenny.Lopiccolo@cbselectre.com

(c) This AGREEMENT constitutes the entire agreement of the parties and such is the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(d) The parties hereto represent and warrant that the person executing this AGREEMENT on behalf of each party has full power and authority to enter into this AGREEMENT and that the parties are authorized by law to perform the acts contemplated herein.

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

LOPICCOLO INVESTMENTS, LLC,
A NEVADA LIMITED LIABILITY COMPANY

By: _____
MARK A. LOPICCOLO, Manager

By: _____
JENNIFER M. LOPICCOLO, Manager

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

STATE OF NEVADA)
) SS.
CARSON CITY)

This instrument was acknowledged before me on _____, by _____ as _____ of LOPICCOLO INVESTMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY.

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NOTARY PUBLIC

STATE OF NEVADA)
) SS.
CARSON CITY)

This instrument was acknowledged before me on _____, by _____ as _____ of LOPICCOLO INVESTMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY.

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NOTARY PUBLIC

CARSON CITY:

REVIEWED AND RECOMMENDED BY:

DARREN SCHULZ *Date*
City Engineer

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney *Date*

ROBERT CROWELL, Mayor *Date*

ATTEST:

Susan Merriwether, Clerk Recorder *Date*