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AGREEMENT *Hwy. Agreement No. NM 33-79-030*
(Junkyard Beautification)

THIS AGREEMENT, entered into this 25 day of January, 1979, by and between LLOYD R. LEE and MARY S. LEE

hereinafter referred to as OWNER, and the STATE OF NEVADA, acting by and through its DEPARTMENT OF HIGHWAYS, hereinafter referred to as DEPARTMENT,

WITNESSETH:

WHEREAS, the Congress of the United States passed Public Law 89-285, on October 22, 1965, said law being known as the Highway Beautification Act of 1965 which declared that the establishment, maintenance and use of junkyards in certain areas shall be controlled to promote the safety and recreational value of public travel, and to preserve natural beauty; and

WHEREAS, the DEPARTMENT and the OWNER mutually agree that the aforesaid declaration of the United States Congress is desirable and is further of benefit to the DEPARTMENT, the OWNER and to the citizens of the State of Nevada and to the traveling public; and

WHEREAS, the State Highway Engineer is required by NRS 408.200 to investigate and determine the best method of highway construction adapted to a particular locale in the State; and

WHEREAS, pursuant to NRS 408.195 the State Highway Engineer determines the character and has the general supervision of the construction, reconstruction, improvement, maintenance and repair of all highways authorized pursuant to Chapter 408 of the Nevada Revised Statutes; and

WHEREAS, pursuant to NRS 408.100(9) the words "construction," "maintenance" and "administration" are broad enough to be construed to include and as contemplating the landscaping and roadside improvement of the state highways and roads; and

WHEREAS, pursuant to NRS 408.970(2)(i) the State Highway Department may acquire in the name of the State any real property or interest therein for construction of fences and screening as may be necessary for the safety, convenience and enjoyment of the traveling public; and

WHEREAS, certain property located at Caliente, Nevada

whereon is situate a yard or area which is being used as a storage area for wrecked automobiles and in which OWNER has a property interest; and

WHEREAS, the DEPARTMENT finds it necessary to screen the aforesaid yard from the traveling public by the means enumerated below,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

1. That the Department shall construct, or have constructed, ~~XXXXXX~~ a metal lath to be installed in the existing chain line fence as shown in State's contract plans, hereinafter referred to as screen.
2. That the Department shall leave that portion of said tract of land remaining after entry and construction or planting thereon is completed in as neat and presentable condition as existed prior to such entry or planting, with all fences, structures and other property belonging to the OWNER, which the DEPARTMENT may find necessary to remove or relocate in order to construct or plant said screen replaced as nearly in their

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original condition and position as is reasonably possible, or disposed of, if their original purpose is no longer required.

3. That OWNER shall maintain indefinitely the aforesaid screen if not within the right-of-way of the DEPARTMENT, or until such time as the use for which said structure or planting was constructed is no longer present.

4. In the event that the OWNER shall fail to properly maintain said screen, abatement proceedings will be instituted pursuant to N.R.S. 410.210 including the right of action to recover the expense of such abatement, cost and expenses of suit.

5. That OWNER shall permit the DEPARTMENT, its duly authorized agents and contractors, to enter upon OWNER'S land, described as portions of Lots 1, 2, 3, & 4 of Block 49 of the north side addition to the City of Caliente, Lincoln County, Nevada.

for the purpose herein stated.

6. That OWNER waives all claim for damage or compensation for and on account of the exercise of the rights granted by this instrument, except the performance of the obligations on the part of the DEPARTMENT as herein stipulated.

7. That OWNER will not pile or place, or cause to be piled or placed, materials, objects or goods acquired by (him, them, it) in the course of the business to such height or in such manner or place as to render the purpose of constructing or planting the screen less effective.

8. That this agreement shall remain in effect so long as the property retains its same or similar usage as a junkyard. Should the usage of the property change, the DEPARTMENT shall receive written notice by the OWNER of such change.

9. The provisions of this agreement shall be binding upon the heirs, executors, administrators, successors and assigns, as applicable, of DEPARTMENT and of OWNER.

IN WITNESS WHEREOF, the parties hereto have signed or caused to be signed a duly authorized officer, on the day and year first above written.

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

REVIEWED AND RECOMMENDED BY:

Allan P. Dalby
District Engineer

Lloyd R. Lee
Mary S. Lee

REVIEWED AND RECOMMENDED BY:

Edw. J. Paul
Chief Right of Way Agent

APPROVED FOR LEGALITY AND FORM:

William W. Raymond
Deputy Attorney General
Chief Counsel

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STATE OF NEVADA acting by and through its Department of Highways:

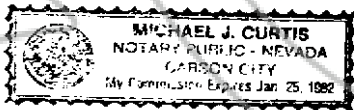
Stanley R. Cusler
Deputy State Highway Engineer

STATE OF Nevada
Carson City

On this 25 day of January, 1979, personally appeared before me undersigned, a Notary Public in and for the Nevada State of Nevada, Lloyd R. Lee and Mary S. Lee

known to me to be the persons described in and who executed the foregoing instrument who acknowledged to me that they 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.

Michael J. Curtis

STATE OF NEVADA
CARSON CITY

On this 29th day of January, 1979, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Donald J. Crosby known to me to be the Deputy State Highway Engineer of the State of Nevada who executed the foregoing instrument for the Nevada Department of Highways under authorization of Nevada Revised Statutes, Chapter 408.205; and that said instrument was executed for the Nevada Department of Highways freely and voluntarily and for the uses and purposes therein mentioned.

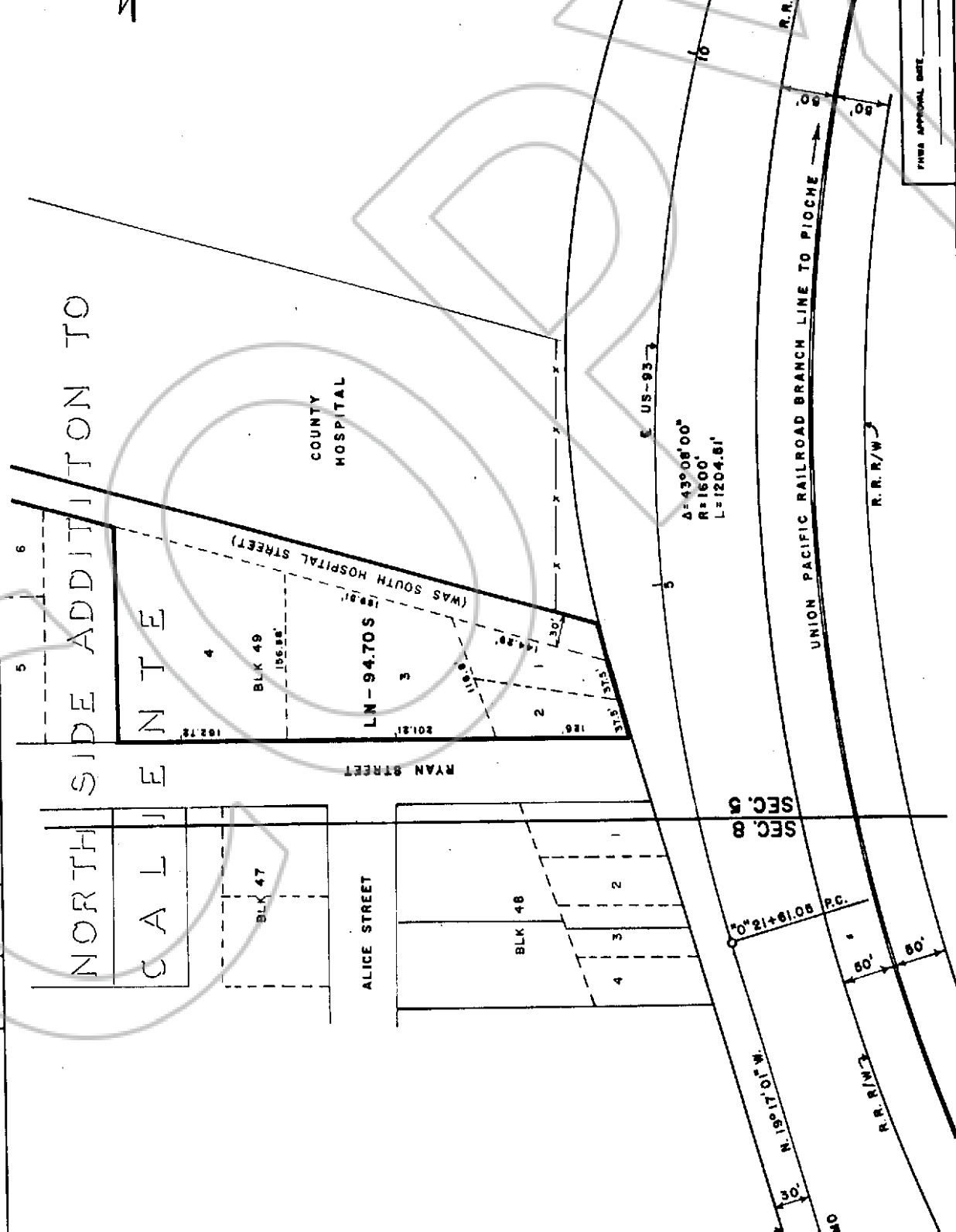
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

San G. Polyn

GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA		SURPLUS LAND DATA		REMARKS
					BLK.	PG.	TYPE	DATE	
B. MARY S. LEE									



T.4S., R.67E.
M.D.B.&M.

No. **63717**
 FILED AND RECORDED AT REQUEST OF
NEV. STATE HIGHWAY DEPT.
 FEB. 14, 1979
 AT 1 MINUTES PAST 1 O'CLOCK
 P.M. IN BOOK **29** OF OFFICIAL
 RECORDS, PAGE **55** LINCOLN
 COUNTY, NEVADA.
Quinda S. Lee
 COUNTY RECORDER

STATE OF NEVADA
 DEPT. OF HIGHWAYS
 R/W DIVISION
 DATE: DECEMBER, 1978
JUNK YARD LAYOUT
 APPROVED _____
 SCALE: 1" = 100'
 SHEET 1 OF 58