

Lincoln County

466-1

U-093-LN-93.66S  
E. A. 70943  
CJF-093-3(2)

NA166-77-030

AGREEMENT  
(Junkyard Beautification)

THIS AGREEMENT, entered into this 9th day of March, 1979, by and between WILLARD M. HALEY, a single man

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 Lots 8 and 9, Block A West Addition to Caliente whereon is situate a yard or area which is being used as a Junkyard 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, ~~or shall plant~~ pre-cast concrete fence with concrete post and horizontal solid concrete panels, with one (1) sixteen foot gate installed therein, hereinafter referred to as screen. SAID GATE TO BE LOCATED IN FENCE BY OWNER,
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

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 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 LOTS 8 AND 9 BLOCK A WEST END ADDITION TO CALIENIE

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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 permit repositioning of existing materials to facilitate screening and 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 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 by a duly authorized officer, on the day and year first above written.

515-X

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

REVIEWED AND RECOMMENDED BY:

Alta D. Dalbey  
District Engineer

Willard M. Haley  
Box 472  
Caliente Nev. 89002

REVIEWED AND RECOMMENDED BY:

Richard Paul  
Chief Right of Way Agent

APPROVED FOR LEGALITY AND FORM:

William W. Raymond  
Deputy Attorney General  
and Chief Counsel

SEAL



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

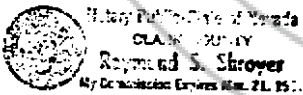
James H. Lee  
Deputy State Highway Engineer

STATE OF NEVADA

On this 9<sup>TH</sup> day of MARCH, 1979, personally appeared before me, the undersigned, a Notary Public in and for the COUNTY OF CLARK, State of NEVADA, WILLARD M. HALEY

known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

SEAL



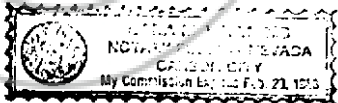
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Raymond S. Shroyer

STATE OF NEVADA  
CARSON CITY

On this 13<sup>th</sup> day of April, 1979, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, James H. Lee 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; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Highways freely and voluntarily and for the uses and purposes therein mentioned.

SEAL



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

James H. Lee

Lincoln County

64129

No.

FILED AND RECORDED AT REQUEST OF  
*STATE OF NEV. - Highway Dept*

*APRIL 17, 1979*

*AS* 1 MINUTES PAST 1 O'CLOCK

*P* M IN BOOK 29 OF OFFICIAL

RECORDS, PAGE 580 LINCOLN

COUNTY, NEVADA.

*Spencer Sater*  
COUNTY RECORDER