



# AGENDA

## CITY COUNCIL SPECIAL MEETING

55 West Williams Avenue Fallon, NV

December 28, 2023 at 9:00 AM

---

The Honorable City Council will meet in a special meeting on December 28, 2023 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to three minutes.

### Opening Items

1. Pledge of Allegiance to the Flag
2. Certification of Compliance with Posting Requirements
3. Public Comments

General in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**

### Agenda Items

4. Consideration and approval of the purchase of approximately 5,879 square feet of land from a parcel located at 1110 West Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-231-59 from Pony Express Stations LLC for Eighty-Eight Thousand One Hundred Eighty-Five Dollars (\$88,185.00). **(For Possible Action)**

### Closing Items

5. Public Comments **(For discussion only)**
6. Council and Staff Reports **(For discussion only)**
7. Executive Session **(Closed)**  
Discuss Litigation Matters **(For discussion only)** (NRS 241 et.seq.)

Negotiations with Operating Engineers Local Union No. 3 **(For discussion only)**

Negotiations with Fallon Peace Officers Association **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on December 22, 2023 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104. The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

/s/ Elsie M. Lee

**NOTICE TO PERSONS WITH DISABILITIES:** Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 775-423-5104 in advance so that arrangements may be conveniently made.



# CITY OF FALLON

## REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: December 21, 2023  
 AGENDA DATE: December 28, 2023  
 TO: The Honorable City Council  
 FROM: Derek Zimney, City Engineer  
 AGENDA ITEM TITLE: Consideration and approval of the purchase of approximately 5,879 square feet of land from a parcel located at 1110 West Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-231-59 from Pony Express Stations LLC for Eighty-Eight Thousand One Hundred Eighty-Five Dollars (\$88,185.00). *(For Possible Action)*

TYPE OF ACTION REQUESTED:

- |                          |           |
|--------------------------|-----------|
| Resolution               | Ordinance |
| (X) Formal Action/Motion | Other     |

POSSIBLE COUNCIL ACTION: Motion to approve the purchase of approximately 5,879 square feet of land from a parcel of land located at 1110 West Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-231-59 from Pony Express Stations LLC for Eighty-Eight Thousand One Hundred Eighty-Five Dollars (\$88,185.00).

DISCUSSION: This purchase proposal comes before the Council to enable the City to purchase land necessary for future road and infrastructure improvements at the intersection of West Williams Avenue and Whitaker Road. Following approval of the Purchase and Sale Agreement, the City will finalize its property division maps creating the parcel to be purchased and close the transaction.

FISCAL IMPACT: \$88,185.00

FUNDING SOURCE: City of Fallon General Fund

PREPARED BY: Derek Zimney, City Engineer

TO BE PRESENTED TO COUNCIL BY: Derek Zimney, City Engineer

**PURCHASE AND SALE AGREEMENT AND  
ESCROW INSTRUCTIONS**

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between Pony Express Stations, LLC, a Nevada Limited Liability Company Series C ("Seller"), and the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Buyer").

**RECITALS:**

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, commonly referred to as 1110 W. Williams Avenue, and identified by Churchill County Assessor’s Parcel Number 001-231-59.

WHEREAS, Seller desires to sell and Buyer desires to purchase a portion of the above-described parcel which is more particularly described as set forth in Exhibit “A” attached hereto (the “Real Property”) and incorporated hereby.

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Property together with all its improvements, tenements, hereditaments and appurtenances.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING and the mutual agreements hereinafter contained, Seller and Buyer agree as follows:

**ARTICLE 1**

**Escrow Instructions**

Section 1.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions to \_\_\_\_\_ (the “Escrow Agent”), upon acceptance by the Escrow Agent of this Agreement as instructions to it and shall govern the close of escrow as set forth below. The Escrow Agent may

Sellers Initials: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_

supplement these instructions with its usual and customary escrow instructions provided, however, that any additional instructions do not contradict the terms set forth herein.

**ARTICLE 2**

**Purchase and Sale of Real Property**

Section 2.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement.

Section 2.2 Consideration. The purchase price for the Real Property ("Purchase Price") shall be EIGHTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS (\$88,185.00) which shall be paid by Buyer to Seller upon acceptance of the terms of this agreement, outside of escrow.

**ARTICLE 3**

**Survey, Parcel Division, and Buyer Improvements**

Section 3.1 Parcel Division. Buyer shall, at its sole and separate cost complete a parcel division map to be prepared dividing the Churchill County Assessor’s Parcel No. 001-231-59 in order to create the Real Property which is the subject of this Agreement. Following the close of escrow, Buyer intends to create a public road upon the Real Property. Seller acknowledges that the Real Property Description set forth in Exhibit A is derived from preliminary survey work, is an approximation of the intended, final property boundary description, and that the final property boundary line may deviate from this initial description. Buyer agrees that upon its construction of the public road it will provide Seller with two access points in to parcel 001-231-59. Buyer further agrees to relocate, at its sole cost, such fixtures and landscaping to parcel 001-231-59 as necessary to

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

accommodate the public road. The obligations of Buyer under this Article shall survive the Close of Escrow.

///

///

**ARTICLE 4**

**Title**

Section 4.1 Title to Real Property. Title to the Real Property shall be evidenced by a Grant, Bargain and Sale Deed conveying good and marketable title to the Real Property to Buyer in fee simple, free and clear of all liens and encumbrances subject only to the title exceptions approved by Buyer during the Investigation Period described below. Buyer shall pay for a standard ALTA owner’s policy of title insurance issued by title insurance agents of Escrow Agent in favor of Buyer in the amount of the Purchase Price, insuring title to the Real Property.

Section 4.2 Permitted Exceptions. Within three (3) days after the recording of a parcel map creating the Real Property, Buyer shall open an escrow with the Escrow Agent and Buyer shall order a preliminary title report ("Title Report") on the Real Property with instructions to provide a copy of said report to Seller and Buyer upon its completion. Buyer shall be allowed twenty (20) days from the receipt of the Title Report to examine the title to the Real Property and to give notice to Seller of any objections thereto. All exceptions to the title contained in the Title Report (other than monetary liens) shall be deemed permitted exceptions unless written notice of objection is given by Buyer to Seller within said twenty (20) days. If Buyer objects to any exceptions to the title, Seller shall use

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

due diligence to the extent possible, to remove such exceptions at Seller's own expense before the Closing Date. If such exceptions cannot be removed before the Closing Date, all rights and obligations hereunder may, at the election of Buyer, terminate. If Seller is unwilling or unable to remove such Buyer objections, Seller shall so notify Buyer within ten (10) days of receipt of said objections and in that event Buyer may terminate this Agreement.

Section 4.3 No Further Encumbrances. While this Agreement is in effect, Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Real Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Real Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage under any mortgagee under any mortgage on the Real Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage.

**ARTICLE 5**

**Closing Date and Closing Date Obligation**

Section 5.1 Closing Date. The "Closing Date" shall be at such time as the parcel division creating the Real Property shall be completed and Escrow Agent can provide an ALTA policy of title insurance in favor of Buyer in the amount of the Purchase Price, subject only to the exceptions described in Section 4.1 above.

Sellers Initials: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_

///

///

Section 5.2 Apportionment of Certain Times; Deferred Taxes. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned as of the Closing Date.

In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after the Closing Date. The amounts to be apportioned under the provisions of this Section shall be apportioned and paid as soon as they can be calculated.

Section 5.3 Buyer's Obligations. On or before the Closing Date, Buyer shall deliver to the Escrow Agent the following:

- a) An amount equal to all of the escrow fees and closing costs;
- b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- c) An amount equal to the cost of recording the Grant, Bargain and Sale Deed;
- d) An amount equal to the Real Property Transfer Tax;
- e) An amount equal to Buyer's share of items to be apportioned as provided in Section 5.2.

Section 5.4 Seller's Obligations. On or before the Closing Date, Seller shall:

- a) Deliver to the Escrow Agent the executed Grant, Bargain and Sale Deed to be recorded at the recorder's office of the County of Churchill, State of Nevada;

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_



b) An amount equal to Seller’s share of items to be apportioned as provided in Section 4.2;

c) Any writing that may be required evidencing Seller’s receipt of the Purchase Price outside escrow.

Section 5.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent shall:

a) Issue and deliver to Buyer its ALTA owner’s policy of title insurance in favor of Buyer in the amount of the Purchase Price;

b) Record the original of the Grant, Bargain and Sale Deed and deliver a copy of the same to the Buyer;

c) Pay the Real Property Transfer Taxes;

e) Make the apportionment required by Section 5.2 of this Agreement;

f) Pay itself its escrow fee and its premium on its title policy; and

g) Close the Escrow.

**ARTICLE 6**

**Seller's Representations, Warranties and Covenants**

Seller Represents that as of the date of this Agreement and through the Closing Date that:

Section 6.1 Seller is the sole owner of the Real Property and has good and marketable fee title thereto, subject only to the conditions and exceptions set forth herein.

Section 6.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

Section 6.3 To the best of Seller's knowledge there are no claims, litigations, actions, suits or proceedings, administrative or judicial, filed or pending against Seller with respect to the Real Property, this Agreement or the transactions contemplated hereby, at law or in equity, before any federal, state or local court, regulatory agency, or other government agency; there are no claims that Seller's operation of the Real Property has not complied with all applicable laws that are now in effect that pertain to the Real Property.

**ARTICLE 7**

**Miscellaneous**

Section 7.1 Breach of Representations, Warranties and Covenants. All representations, warranties and covenants made as part of this Agreement are material and are relied upon by the parties.

Section 7.2 Successors and Assigns, No Assignment. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest. The parties acknowledge and agree that this Agreement shall not be assignable by Buyer without the prior written acknowledgment and permission of Seller.

Section 7.3 Time. Time is of the essence of this Agreement.

Section 7.4 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and /or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effect the transaction contemplated by this Agreement.

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

Section 7.5 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be in writing delivered either by a) personal delivery, b) prepaid overnight delivery service or c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: Pony Express Stations, LLC  
Attn: Charles and Debra Frey, Member/Managers  
3065 Natalie St  
Reno, NV 89509

To Buyer: City of Fallon  
55 W. Williams Ave.  
Fallon, Nv. 89406

Notices by overnight delivery service shall be effective on the date they are officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

Section 7.6 Governing Law/Venue. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state and venue for any action brought to enforce the terms of this Agreement shall be exclusively in the Tenth Judicial District Court of the State of Nevada in and for Churchill County.

Sellers Initials: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_

Section 7.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modifications, or amendments of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 7.8 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 7.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Section 7.10 Attorney's Fees In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

Section 7.11 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 7.12 Agents. The parties acknowledge and agree that the Seller has not listed the Real Property for sale with any real estate broker or agent, that Buyer is entering into

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

this Agreement directly with Seller and that no commission, fee, or compensation of any kind is owed by Seller to any real estate broker or agent.

Section 7.13 Signatures. Each of the signatories hereto warrants and represents that it is competent and authorized to enter into this Agreement and to bind its respective party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first above written.

BUYER:

SELLER:

\_\_\_\_\_  
KEN TEDFORD, Mayor  
City of Fallon

\_\_\_\_\_  
CHARLES FREY, MEMBER  
Pony Express Stations, LLC

\_\_\_\_\_  
SEAN RICHARDSON, Clerk  
City of Fallon

\_\_\_\_\_  
DEBRA FREY, MEMBER  
Pony Express Stations, LLC

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

EXHIBIT A  
REAL PROPERTY LEGAL DESCRIPTION

All that certain real property lying within a portion of the South One-Half S( 1/2) of Section Twenty-Five (25), Township Nineteen (19) North, Range Twenty-Eight (28) East, Mount Diablo Base and Meridian, in the City of Fallon, County of Churchill, State of Nevada, being a portion of Lots 1 and 3, according to that Record of Survey 291099, recorded on July 12, 1995, as shown on Record of Survey 504361 recorded on October 17, 2023, in the Official Records of said county, being that portion of the following described right-of-way, lying within Lot 1:

BEGINNING at the southwest corner of Lot 3, also being the northerly right-of-way of Williams Avenue (also known as US Highway 50), according to that Record of Survey 291099, recorded July 12, 1995, in the official records of said county;

THENCE South 89°55'38" West, 39.91 feet, to a point of cusp;

THENCE departing said northerly right-of-way, the following five (5) courses and distances:

- 1) With a curve concave to the northwest having a radius of 20.00 feet and to which point a radial line bears North 33°53'43" West, 196.6 feet along said curve through a central angle of 56°20'09";
- 2) North 00°13'52" West, 113.76 feet, to the beginning of a tangent curve to the right;
- 3) 69.98 feet along the arc of a 152.00 foot radius curve, through a central angle of 26°22'44";
- 4) North 26°08'52" East, 32.76 feet to the beginning of a tangent curve;
- 5) From a radial which bears North 63°51'08" West, 18.21 feet along the arc of a 20.00 foot radius curve to the left, through a central angle of 52°10'53", to the southerly right-of-way of Auction Road;

THENCE South 63°17'33" East, 67.02 feet along the said southerly right-of-way and to a point of cusp;

THENCE departing said southerly right-of-way, the following five (5) courses and distances:

- 1) With a curve concave to the southeast having a radius of 20.00 feet and to which point a radial line bears South 13°21'00" East, 17.63 feet along said curve through a central angle of 50°30'08";

Sellers Initials:\_\_\_\_\_

Buyers Initials:\_\_\_\_\_

- 2) South 26°08'52" West, 32.47 feet, to the beginning of a tangent curve to the left;
- 3) 46.04 feet along the arc of a 100.00 foot radius curve, through a central angle of 26°22'44";
- 4) South 00°13'52" East, 114.09 feet, to the beginning of a tangent curve to the left;
- 5) 19.42 feet along the arc of a 20.00 foot radius curve, through a central angle of 55°37'31", to a point of cusp, also being the northerly right-of-way of Williams Avenue (also known as US Highway 50);

THENCE along said northerly right-of-way, South 89°55'38" West, 29.71 feet, to the POINT OF BEGINNING.

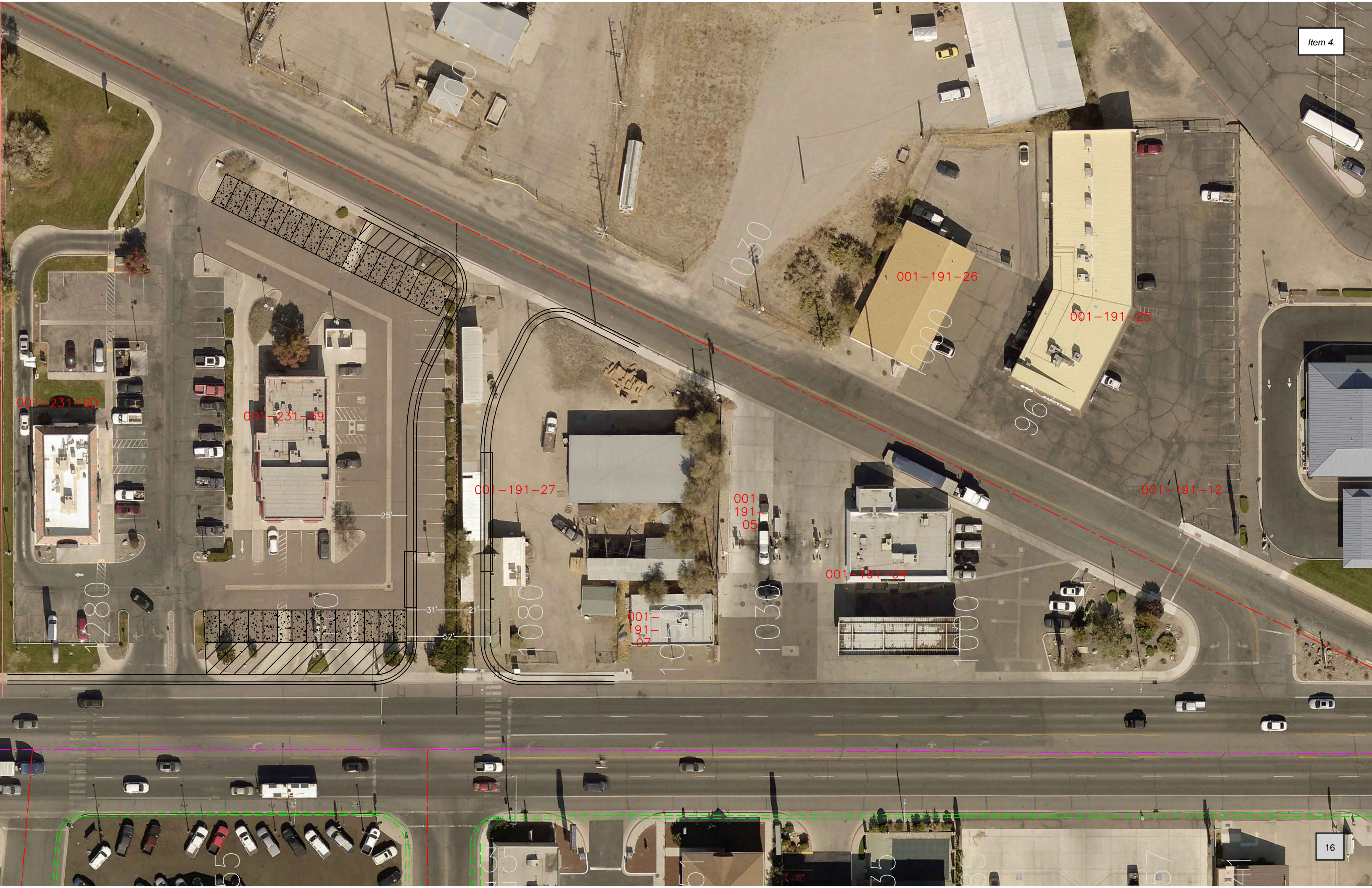
Containing 6,056 square feet of land, more or less;

The Basis of Bearings for this description is said Record of Survey 504361 recorded on October 17, 2023, in the Official Records of said county and prepared by Jon Loder, P.L.S., J-U-B Engineers, Inc.

Sellers Initials: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_







**OWNER'S CERTIFICATE:**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, \_\_\_\_\_, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS MAP AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS MAP AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278 AND THAT THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED.

PONY EXPRESS STATIONS SERIES C

\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE

\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE

**NOTARY PUBLIC CERTIFICATE:**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS:

ON THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY, \_\_\_\_\_, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES HEREIN STATED.

WITNESS MY HAND AND OFFICIAL SEAL.

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS:

ON THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY, \_\_\_\_\_, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES HEREIN STATED.

WITNESS MY HAND AND OFFICIAL SEAL.

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

**TITLE COMPANY CERTIFICATE:**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE OWNER OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS AS OF \_\_\_\_\_, 20\_\_\_.

(ORDER NO. 08-45682-23)

TITLE COMPANY: WESTERN NEVADA TITLE COMPANY

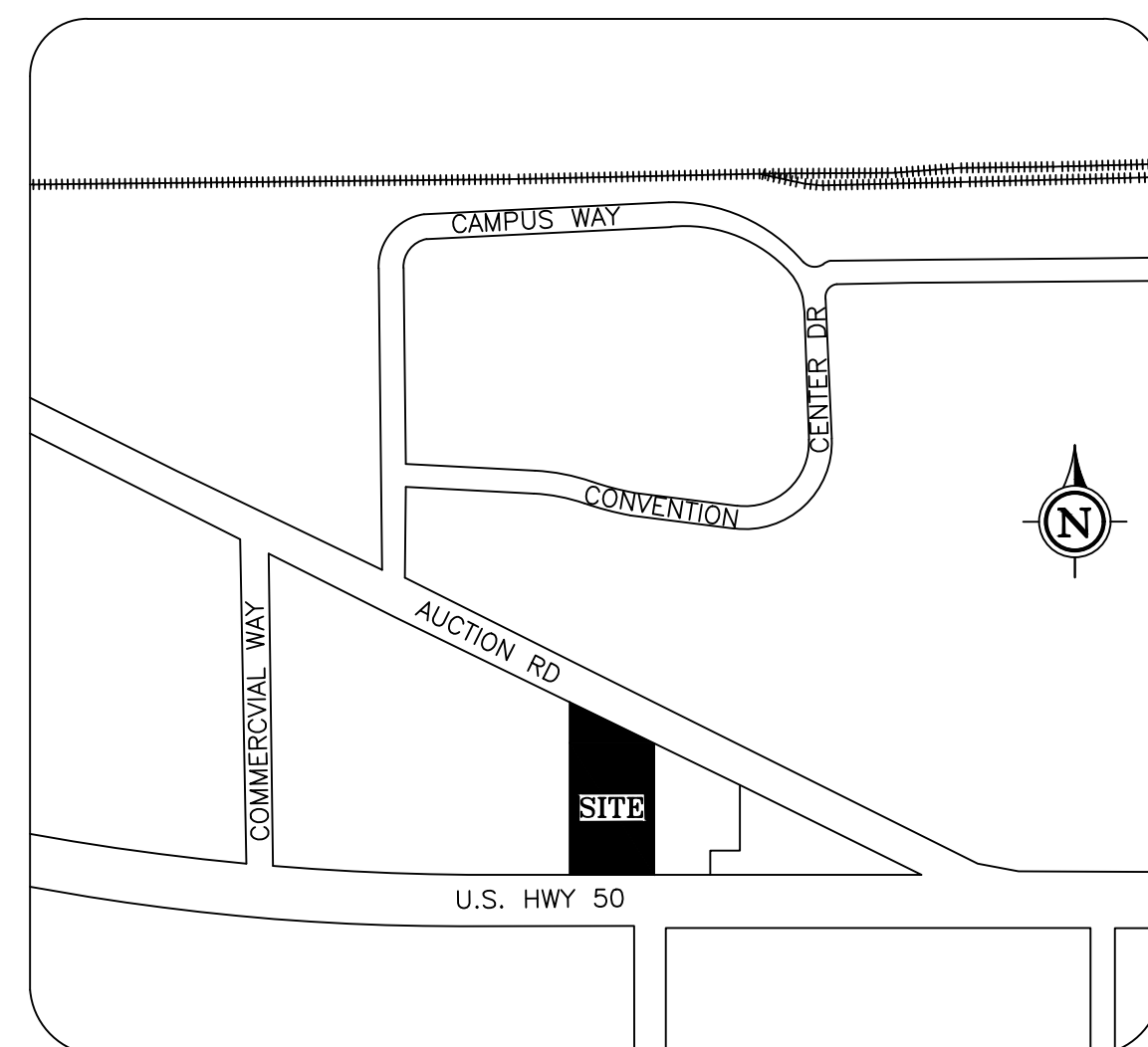
\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE

**COUNTY CLERK-TREASURER CERTIFICATE:**

THE UNDERSIGNED, ON BEHALF OF THE CHURCHILL COUNTY CLERK-TREASURER, DOES HEREBY CERTIFY THAT

- 1) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID
- 2) THERE ARE NO LIENS AGAINST ANY OF THE LANDS IN THE LAND DEVELOPMENT FOR UNPAID TAXES OF THE STATE, COUNTY, OR SPECIAL ASSESSMENT, AND
- 3) THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM DEFERRED TAX STATUS HAS BEEN PAID.

\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE



VICINITY MAP  
N.T.S.

**UTILITY COMPANIES' CERTIFICATE:**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES.

\_\_\_\_\_  
SOUTHWEST GAS CORPORATION NAME/TITLE (PRINT) DATE

\_\_\_\_\_  
CC COMMUNICATIONS NAME/TITLE (PRINT) DATE

\_\_\_\_\_  
CHARTER COMMUNICATIONS NAME/TITLE (PRINT) DATE

\_\_\_\_\_  
CITY OF FALLON NAME/TITLE (PRINT) DATE

**FIRE MARSHALL CERTIFICATE:**

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP AND I AM SATISFIED THAT IT CONPLIES WITH THE CITY OF FALLON FIRE CODE REQUIREMENTS.

\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE

**COPIES NOTE:**

IN ACCORDANCE WITH NEVADA REVISED STATUTES 247 AND 239, TO OBTAIN AN OFFICIAL COPY OF THIS MAP, CONTACT THE CHURCHILL COUNTY RECORDER.

**SURVEYOR'S CERTIFICATE:**

I, JON LODER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A FIELD SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF CITY OF FALLON.
- 2. THE LANDS SURVEYED LIE WITHIN THE SOUTH HALF OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 28 EAST, M.D.M. AND THE SURVEY WAS COMPLETED AUGUST OF 2023.
- 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED.
- 4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS SHOWN, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

\_\_\_\_\_  
JON B. LODER ~ PLS 10842

**ENGINEER'S CERTIFICATE:**

I, DEREK ZIMNEY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP CONSISTING OF TWO (2) SHEETS AND THAT THE PROVISIONS AND ORDINANCES APPLICABLE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

\_\_\_\_\_  
CITY ENGINEER/DEREK ZIMNEY/SIGNATURE DATE

**CITY OF FALLON:**

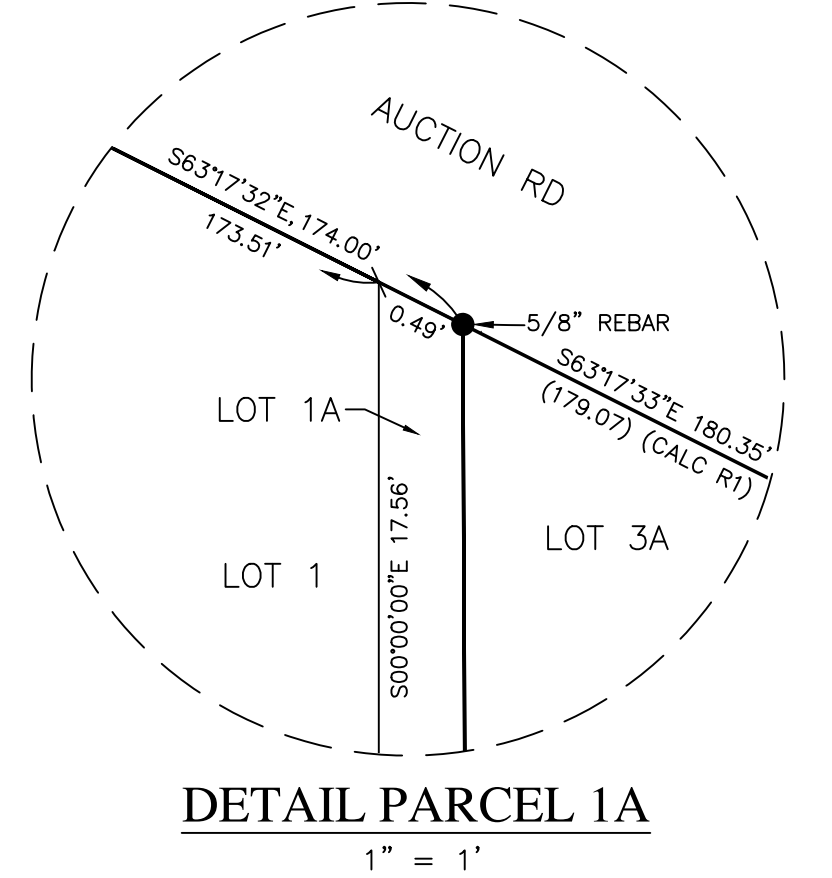
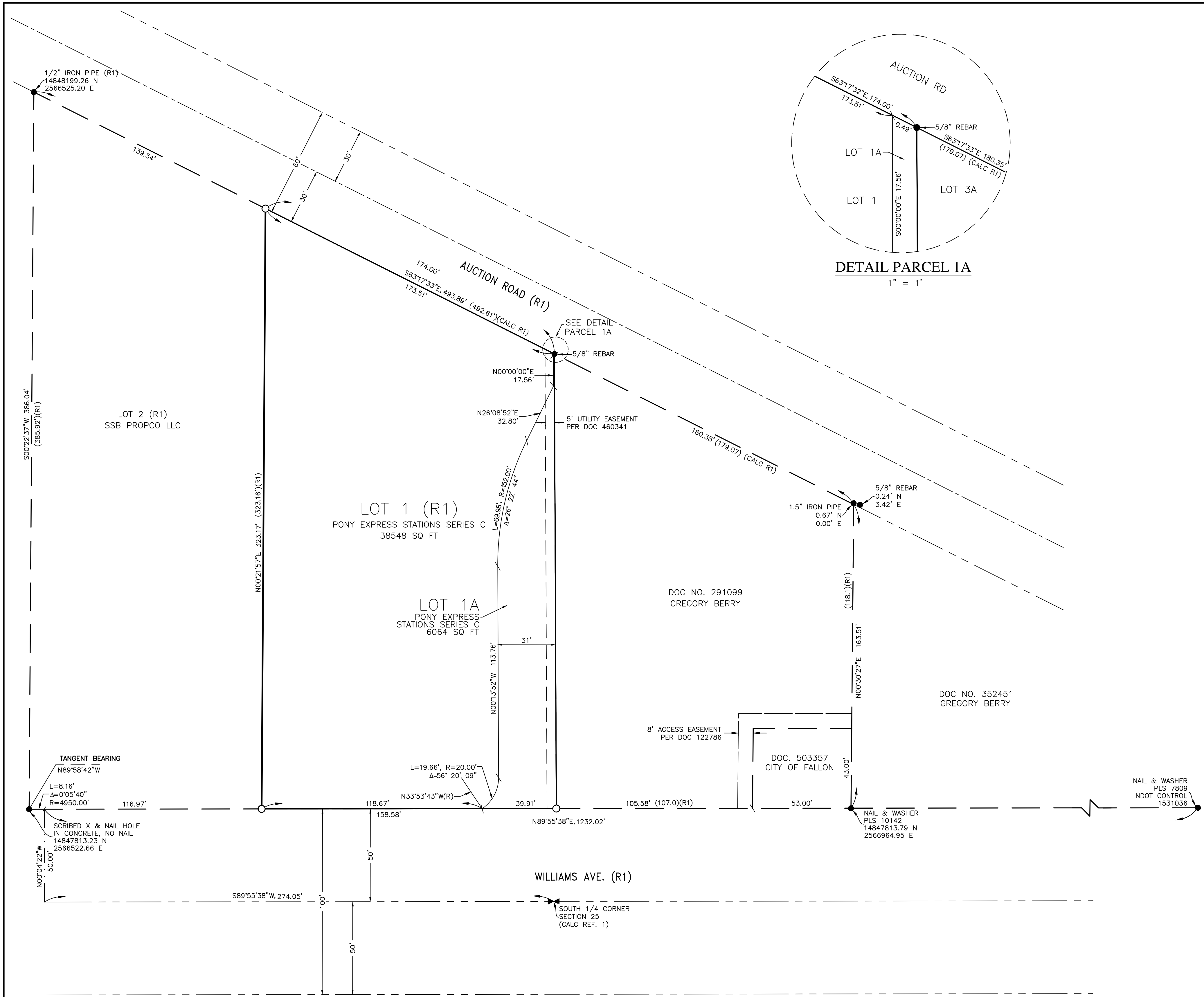
APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF FALLON, COUNTY OF CHURCHILL, STATE OF NEVADA.

\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE

ATTEST:

\_\_\_\_\_  
TITLE/PRINTED NAME/SIGNATURE DATE

FILE NUMBER _____ FILED FOR RECORD AT THE REQUEST OF _____ ON THIS ___ DAY OF _____, 2023 AT ___ MIN PAST ___ O'CLOCK ___ M. OFFICIAL RECORDS OF CHURCHILL COUNTY, NEVADA. COUNTY RECORDER _____ BY: _____ DEPUTY _____ FEE: _____	<b>PARCEL MAP</b> FOR <b>PONY EXPRESS STATIONS SERIES C</b> OF LOT 1 AS SHOWN ON RECORD OF SURVEY DOCUMENT NO. 291099 LYING WITHIN THE SOUTH HALF OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 28 EAST, M.D.M.	
	CHURCHILL COUNTY NEVADA	5190 NEIL ROAD, SUITE 500 RENO, NV 89502
J-U-B ENGINEERS, INC.		P   775 852 1440 W   WWW.JUB.COM Dwg Name: 49-22-028_PM.DWG Date: 12/2023 Dr: KK Ch: JL Sheet 1 of 2



**BASIS OF BEARINGS:**

NEVADA COORDINATE SYSTEM OF NAD 83/94, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON TIES TO NDOT CONTROL 1531036, AS SHOWN. A COMBINED GRID TO GROUND FACTOR OF 1.0002882099 WAS USED. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND.

**LEGEND:**

- SET 5/8" REBAR AND CAP - PLS 10842
- FOUND MONUMENT AS NOTED
- | DIMENSION POINT - NOTHING FOUND OR SET
- ( ) DISTANCES IN PARENTHESES ARE RECORD

**AREA:**

LOT 1: 38540 SQ FT  
LOT 1A: 6064 SQ FT

**PUBLIC UTILITIES EASEMENT:**

10' ON EXTERIOR BOUNDARY LINES  
5' ON EACH SIDE OF INTERIOR LOT LINES  
7.5' ALONG ROAD RIGHT-OF-WAY

**FEMA NOTE:**

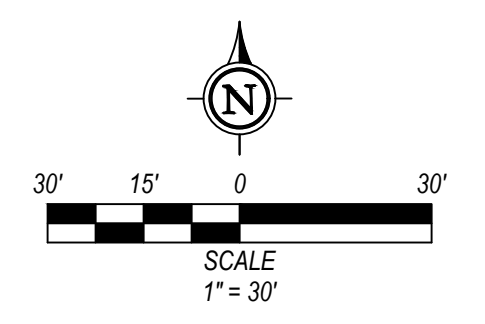
THE SUBJECT PARCEL LIES IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS DETERMINED BY FLOOD INSURANCE RATE MAP, MAP NUMBER 32001C1731F, EFFECTIVE DATE 9/26/2008.

**REFERENCES:**

1. RECORD OF SURVEY MAP, FILE NO. 291099, 7/12/1995
2. DEED DOCUMENT 87022, 4/23/1957
3. DEED DOCUMENT 122786, 4/9/1968
4. DEED DOCUMENT 460341, 4/25/2017
5. DEED DOCUMENT 503357, 8/10/2023

**NOTES:**

1. DISTANCES ARE RECORD AND MEASURED UNLESS NOTED.



FILE NUMBER \_\_\_\_\_  
 FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_  
 ON THIS \_\_\_\_ DAY OF \_\_\_\_\_  
 2023 AT \_\_\_\_ MIN PAST \_\_\_\_ O'CLOCK \_\_\_\_ M.  
 OFFICIAL RECORDS OF CHURCHILL COUNTY, NEVADA.  
 COUNTY RECORDER \_\_\_\_\_  
 BY: \_\_\_\_\_ DEPUTY  
 FEE: \_\_\_\_\_

**PARCEL MAP**  
FOR  
**PONY EXPRESS STATIONS SERIES C**  
OF LOT 1 AS SHOWN ON RECORD OF SURVEY DOCUMENT NO. 291099  
LYING WITHIN THE SOUTH HALF  
OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 28 EAST, M.D.M.

CHURCHILL COUNTY NEVADA

**JUB**  
J-U-B ENGINEERS, INC.

5190 NEIL ROAD, SUITE 500  
RENO, NV 89502

P | 775 852 1440 W | WWW.JUB.COM  
 Dwg Name: 49-22-028\_PM.DWG  
 Date: 11/2023  
 Dr: KK Ch: JL Sheet 2 of 2