

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: September 29, 2010

Agenda Date Requested: October 21, 2010
Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign a Non-Exclusive Road Easement and Right-Of-Way by and between the State of Nevada, acting through the Nevada Division of State Lands, on behalf of the Division of Building and Grounds, and Carson City, whereby an easement is granted to Carson City for a connector road, referred to as Tahoe Golf Club Drive. (Sharp)

Staff Summary: Several years ago, a developer was given permission by the State of Nevada Division of State Lands to construct Tahoe Golf Club Drive on State of Nevada property in order to accommodate access from Highway 50 West to a residential golf course community located in Douglas County, south of Old Clear Creek Road, on the condition that Carson City would permit the construction and accept the roadway easement, and that Douglas County would accept maintenance responsibility for the roadway. The majority of the connector roadway is located within the County of Carson City. In April of 2006, Carson City entered into an Interlocal Agreement with Douglas County, whereby Douglas County agreed to maintain the connector roadway, including snow removal, at no cost to Carson City, between the limits of Douglas County and U.S. Highway 50 right of way, upon completion of the roadway by the Developer. Acceptance of this easement and right of way by Carson City will result in Tahoe Golf Club Drive becoming a City roadway, maintained by Douglas County per the previously approved agreements.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the Mayor to sign a Non-Exclusive Road Easement and Right-Of-Way between Nevada Division of State Lands and Carson City, whereby the Division of State Lands will grant the City an easement for a connector road, referred to as Tahoe Golf Club Drive.

Explanation for Recommended Board Action: See staff summary above.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: None

Explanation of Impact: N/A




Funding Source: N/A

Alternatives: Do not approve the Agreement.

Supporting Material: Two copies of the Easement and Right-Of-Way document including Exhibit A: Legal Description and Exhibit B: Location Map.

Prepared By: Jeff Sharp, City Engineer



Reviewed By: 
(Public Works Director)

(City Manager)

(District Attorney)

Date: 9/30/10

Date: 10/12/10

Date: 10/12/10

Board Action Taken:

Motion: _____

	Aye/Nay
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____

(Vote Recorded By)



B&G-97, REM, #3571
Carson City
A.P.N.: 007-031-24 & 007-051-22

Recording Requested by and Return To:
CARSON CITY NEVADA
DEVELOPMENT SERVICES
3505 BUTTI WAY
CARSON CITY, NV 89701-3498 AND

DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE ROAD EASEMENT AND RIGHT-OF-WAY

CARSON CITY, TAHOE GOLF CLUB DRIVE CONNECTOR ROAD

This Non-Exclusive Road Easement and Right-Of-Way is made and entered into this _____ day of _____, 2010 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, on behalf of the DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as GRANTOR, and CARSON CITY, a Consolidated Municipality of the State of Nevada, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Carson City Assessor's Parcels 007-031-24 and 007-051-22; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for a connector road, hereinafter referred to as Tahoe Golf Club Drive, to operate and maintain a public access road from the southerly right-of-way of State Route 50 across the aforementioned parcels; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

WHEREAS, SYNCON HOMES entered into a Right-Of-Entry Authorization and Construction Agreement with GRANTOR on February 13, 2006 for purposes of constructing the connector road and utilities through State of Nevada property and said authorization provides that the Nevada Division of State Lands will grant an easement to Carson City upon their acceptance of the connector road and maintenance agreement as described.

WHEREAS, Tahoe Golf Club Drive has been constructed to standard and the maintenance agreement is hereby accepted by Carson City as a public access road as described in Exhibits A and B attached hereto and by reference made a part hereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Road Easement and Right-Of-Way for the purposes stated above, hereinafter referred to as "the Project," over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, across and/or through a portion of that certain property situate in Sections 33 and 34, Township 15 North, Range 19 East, as described in the legal description attached hereto as **EXHIBIT A** and by reference made a part hereof. The location of the Project is shown on **EXHIBIT B** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Road Easement and Right-Of-Way, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Highway 50 Interchange Project Improvement Plans prepared by TEC Engineering, dated March 20, 2006 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Road Easement and Right-Of-Way for the Project extends only to the areas described in **EXHIBITS A and B** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Road Easement and Right-Of-Way, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** In consideration of this Project, SYNCON HOMES has made a one-time fee payment to GRANTOR for the permanent Non-Exclusive Road Easement and Right-Of-Way on the state property described herein. Said fee of FIVE HUNDRED THOUSAND AND NO/100'S DOLLARS (\$500,000.00) was paid in advance on May 3, 2006 to the Division of State Lands upon award of the construction contract for the duration of all easements and said Non-Exclusive Road Easement and Right-Of Way.

4. **PERMITS:** This Non-Exclusive Road Easement and Right-Of-Way is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.