

**City of Carson City
Agenda Report**

Date Submitted: November 19, 2010

Agenda Date Requested: December 2, 2010
Time Requested: Consent Agenda

To: Mayor and Supervisors
From: Public Works

Subject Title: Action to approve a Permanent Easement for a Pedestrian Pathway between the Nevada Division of State Lands, for and on behalf of the Department of Corrections and the Nevada Army National Guard (Grantors) and Carson City, which will allow Carson City to construct and maintain the Fairview Drive Pedestrian Pathway, which is on Grantors' property, and concurrently construct the North/South Water Transmission Main Phase II Project. *(Robert Fellows)*

Staff Summary: The Permanent Easement is to provide Carson City the access necessary to construct and maintain the Fairview Drive Pedestrian Pathway and concurrently construct the North/South Water Transmission Main Phase II Project in Fairview right-of-way. Carson City intends to install a 24-inch Transmission Main and construct a 12-foot pedestrian pathway along the alignment of the east side of Fairview Drive between E. Fifth Street and Edmonds Drive. The easement for the pathway allows the water main to be constructed with limited interference to traffic on Fairview.

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 the Permanent Easement for a Pedestrian Pathway between the Nevada Division of State Lands, for and on behalf of the Department of Corrections and the Nevada Army National Guard (Grantors) and Carson City, which will allow Carson City to construct and maintain the Fairview Drive Pedestrian Pathway, which is on Grantors' property, and concurrently construct the North/South Water Transmission Main Phase II Project. *(Robert Fellows)*

Explanation for Recommended Board Action: The primary purpose of this easement is to allow the water main to be constructed with limited interference to traffic on Fairview.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 408

Fiscal Impact: No fiscal impact.

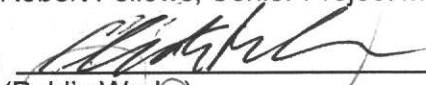
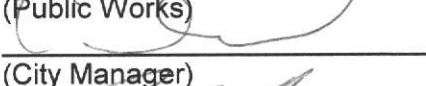
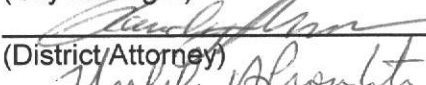
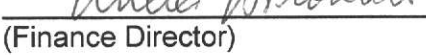
Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Permanent Easement.

Prepared By: Robert Fellows, Senior Project Manager.

Reviewed By:  Date: 11/22/10
(Public Works)
 Date: 11/22/10
(City Manager)
 Date: 11/22/10
(District Attorney)
 Date: 11/22/10
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____

(Vote Recorded By)



NG 23 & PRIS 1/DMM/3632
CARSON CITY
APN(s): 010-052-02, 010-052-03
and 010-072-02, 010-034-02

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE PERMANENT EASEMENT
CARSON CITY PUBLIC WORKS DEPARTMENT
PEDESTRIAN PATHWAY

This Non-Exclusive Permanent Easement is made and entered into this 20th day of AUGUST, 2010 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF CORRECTIONS AND THE NEVADA ARMY NATIONAL GUARD, hereinafter referred to as GRANTORS and CARSON CITY PUBLIC WORKS, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR is the owner of Carson City Assessor's Parcel Numbers: 010-052-02, 010-052-03, 010-072-02 and 010-034-02 in which said parcels are managed by the Department of Corrections and the Nevada Army National Guard; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for the permanent installation and maintenance of

the pedestrian pathway and related storm water facilities to provide for pedestrian safety; 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.

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 Permanent Easement for the purposes stated above, hereinafter referred to as "the Project," under, 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, under, across and/or through a portion of that certain property situate in Sections 15, 21, and 22, Township 15 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Permanent Easement, 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 Fairview Drive Multi-Use Path and Related Improvements Site Plan dated July 7, 2010 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Permanent Easement 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 Permanent Easement, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** Pursuant to NRS 322.140(1) the State Land Registrar has waived the fee for the issuance of this Non-Exclusive Permanent Easement since the Project protects and/or promotes public health and/or safety and provides a benefit to the State owned property along Fairview Drive.

4. **PERMITS:** This Non-Exclusive Permanent Easement 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.

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold