Hem# 5-7C

#### Carson City Agenda Report

Date Submitted: June 26, 2007 Agenda Date Requested: July 5, 2007 Time Requested: Consent To: Mayor and Supervisors From: Development Services - Engineering Subject Title: Grant of Permanent Easement, Temporary Construction Easement and Staging Area Easement to Paiute Pipeline Company for the installation and maintenance of a natural gas pipeline on properties owned by Carson City. Staff Summary: The Painte Pipeline Company is requesting an easement for the installation and maintenance of an underground pipeline. The Staging Area Easement would be located adjacent to U.S. Highway 50, near the Centennial Field property (Exhibit A); the Permanent Easement would be along Fairview Drive, approximately in the area south of Butti Way and North of the 5th Street round-about (Exhibit B); and the Temporary Construction Easement would be generally parallel to the Permanent Easement listed above (Exhibit C). Staff is proposing that the easements be provided at no cost to Paiute Pipeline. 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 to authorize the Mayor to sign the Staging Area Easement described in Exhibit A on City owned parcel 008-391-15; the Permanent Easement described in Exhibit B on City owned parcels 010-031-04 & 05; and the Temporary Construction Easement described in Exhibit C on City owned parcels 010-031-04 & 05. Explanation for Recommended Board Action: The installation of the pipeline strenghtens the natural gas service to the area and the granting of the easements would not interfer with the operations, functions and programs of the City. The company has the authority to install the pipeline within the right-of-way of Fairview Drive by their franchise but it would be beneficial to both the City and the company to construct this portion outside of the right-of-way. Applicable Statue, Code, Policy, Rule or Regulation: NRS 244.279 Fiscal Impact: None Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Do not grant the easements.

Supporting Material: Exhibits A, B and C

Prepared By: Lawrence A. Werner, P.E., P.L.S., Director/City Engineer

Reviewed By:

(City Manager)

(City Manager)

(City Manager)

(City Manager)

(District Attorney)

(Finance Director)

Board Action Taken:

Motion:

1)

Aye/Nay

(Vote Recorded By)

APN # 008-391-15	
Recording Requested By And Return To	
Paiute Pipeline Company	
Theresa Economy, Contract Right of Wa	
Paiute Pipeline	
P.O. Box1190, CC, NV, 89702-1190	
DOCUMENTARY TRANSFER TAX \$	
( ) Computed on full value of property	
conveyed,	
( ) Computed on full value less liens & encumbrances remaining thereon a	
of sale.	K. Child
UI Sale.	
Signature of individual determining tax	
PAIUTE=====	
PIPELINE COMPANY	
A SUBSIDIARY OF SOUTHWEST GAS CORPORATION	TEMPORARY EASEMENT
This form is used to acquire land rights for	installation of pipeline(s) and appurtenances.
Prepared By Theresa Economy	Approved By Diane Fitch
Sec. 2 T 15N R 2	20E Meridian Mount Diablo
County Carson City	State Nevada
W.R. No.	W.O. No. 18326499/2249
	3 6 8 14
I (We) Carson City, Nevada, A Con	solidated Municipality
I (We) <u>Carson City, Nevada, A Con</u>	solidated Municipality
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Except as provided above, Grantee agrees to pay all damages which are caused by the

Link to Form Instructions

exercise of the rights herein granted.

Form 335.8PP (12/2006) 581 - Microsoft Word

Page 2 of 3 APN # 008-391-15
W.R. No. W.O. No. 18326499/2249
The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.
TO HAVE AND TO HOLD said temporary easement unto Grantee, its successors and assigns, together with all rights granted hereby, forever.
IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement
this , ,
Carson City, Nevada, A Consolidated Municipality
Grantor
See Signature Page
Grantor
ACKNOWLEDGMENT
STATE OF)
COUNTY OF)
On harforn ma
On, before me, (Notary Public personally appeared (Grantor)
personally known to me (or proved to me on basis of satisfactory evidence) to be the
person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to
me that he, she or they executed the same in his, her or their authorized capacity(ies), and that by his, her or their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.
MITHEDO my band and affectal and
WITNESS my hand and official seal.
Signature
(Notary Public)
(Seal) The restriction of the control of the contro
Form 335.8PP (12/2006) 581 - Microsoft Word

### Exhibit A

CITY:	
REVIEWED AND RECOMMENDED BY	Ŷ:
Lawrence A. Werner, P.E., R.L.S. City Engineer	Date
APPROVED FOR LEGALITY AND FOR	RM:
Carson City District Attorney	Date
APPROVED:	
MARV TEIXEIRA, Mayor	Date
ATTEST:	
ALAN GLOVER, Clerk-Recorder Date	· · · · · · · · · · · · · · · · · · ·

Stantec Consulting inc. 6960 Sierra Center Parkway Suite 100 Reno NV 89511 Tel: (775) 850-0777 Fax: (775) 850-0737 stantec.com



November 20, 2006
Project No. 180401227
Legal Description
Paiute Pipeline Company Carson City Loop
Temporary Staging Area 1

The following describes a temporary easement, being a portion of the SE 1/4 of Section 2, T15N, R20E, MDM, County of Carson City, State of Nevada, more particularly described as follows:

Beginning at the intersection of the south line of the N 1/2 of the SE 1/4 of said Section 2 with the northerly right of way line of US Highway 50 (200 feet wide);

Thence along N 89°18'21" W, 76.27 feet;

Thence N 00°55'21" E, 87.66 feet;

Thence S 81°06'35" E, 36.62 feet;

Thence N 61°37'24" E, 248.65 feet;

Thence S 26°33'59" E, 22.93 feet;

Thence S 17°40'13" W, 89.72 feet;

Thence S 74°22'17" E, 13.43 feet to a point on the aforesaid northerly right of way line of US Highway 50;

Thence along said northerly right of way of US Highway 50, S 62°32'48" W, 198.40 feet to the point of beginning.

Containing an area of 25,552 square feet of land, more or less.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Modified, NAD 83 (94) HARN

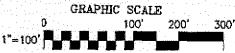
V 052804 active 18040 327 report STAGE AREA Lidoc

PAULS. PACE PACE PACE PACE NO. 8500

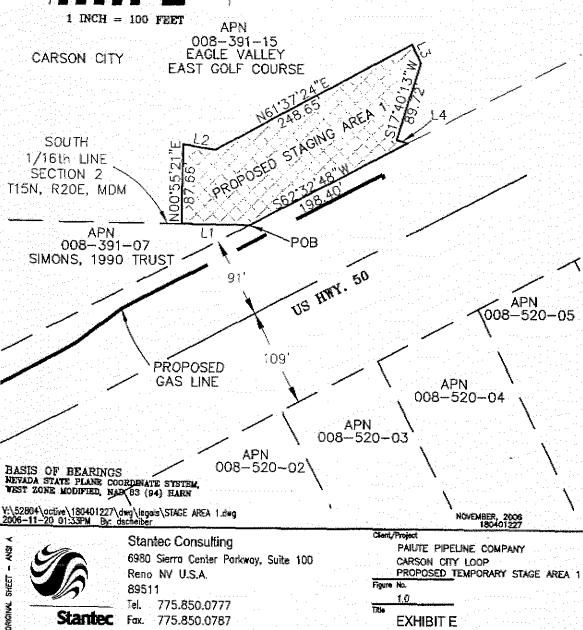
### Exhibit A



	· · · · · · · · · · · · · · · · · · ·	LINE TABL	E.
	LINE	LENGTH	BEARING
	L1	76.27	N89"18'21"W
_	L2	36.62	S81°06′35″E
Ĺ	<u>L3</u>	22.93	S26*33'59"E
	L4	13.43	S74"22"17"E



www.stantec.com



APN#	010-031-04 & 05
	ng Requested By And Return To:
~ ~	Pipeline Company
	Economy, Contract Right of Way
Paiute F	
	x 1190, CC, Nv. 89702-1190
	IENTARY TRANSFER TAX \$
	mputed on full value of property
and the second	nveyed.
	mputed on full value less liens &
	cumbrances remaining thereon at time
of :	sale.
Sionatu	re of individual determining tax

PAIUI		
	FIPRLIME	COM

A SUBSIDIARY OF SOUTHWEST GAS CORPORATION GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By Theresa	Ec	onomy			Approved By	Diane Fitch
Sec. 15	. 1	15N	R	20E	Meridian	Mount Diablo
County Carson City		<u></u>	·		State	Nevada
W.R. No					W.O. No.	18326499/2249

I (We) Carson City, Nevada, A Consolidated Municipality

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto PAIUTE PIPELINE COMPANY, a Nevada Corporation, its, successors and assigns hereinafter referred to as Grantee; a permanent easement 89,560sf feet wide for the installation and maintenance of a gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A" & "B"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all damages which are caused by the Grantee's exercise of the rights herein granted.

Form 335.0PP (12/2006) 581 - Microsoft Word

Link to Form Instructions

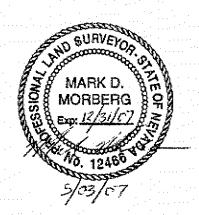
Page 2 of 3	APN # 010-031-04 and 05		
W.R. No.		W.O. No. <u>1832</u>	6499/2249
The undersigne this document s	d hereby affirms that there submitted for recording.	is no Social Securit	y Number contained in
	TO HOLD said easement unto inted hereby, forever.	o Grantee, its succes	ssors and assigns, together
IN WITNESS W	'HEREOF, the undersigned _ day of,		Grant of Easement this
		, Nevada, A Consolic	lated Municipality
	GrantorSee Signatu	ro Dana	
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ACKNOWLEDGE	and the second of the second o		
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STATE OF		)	
^^\$ \$\$\$T\/ /\t			
COUNTY OF		}	
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On	, before me,	on basis of satisfact to the within instrum- his, her or their auth instrument the perso	(Grantor) to be the ent and acknowledged to norized capacity(ies), and
On personally appea personally knowr person(s) whose me that he, she of that by his, her obehalf of which the WITNESS my har Signature  (Seal)	, before me,	on basis of satisfact to the within instrum- his, her or their auth instrument the perso	(Grantor) to be the ent and acknowledged to norized capacity(ies), and

CITY:	
REVIEWED AND RECOMMENDED BY	: :
Lawrence A. Werner, P.E., R.L.S. City Engineer	Date
APPROVED FOR LEGALITY AND FOR	M:
Carson City District Attorney	Date
APPROVED:	
MARV TEIXEIRA, Mayor	Date
ATTEST:	
ALAN GLOVER, Clerk-Recorder Date	

Stantec Consulting Inc. 6980 Siena Center Parkway State 100 Reno NV 89511 Tel: (775) 850-0777 Fax: (775) 850-0787 stantec.com



May 2, 2007
Project No. 180401227
Legal Description
Painte Pipeline Company Carson City Loop
Permanent Easement



The following describes a fifty (50) foot wide permanent easement, being a portion of the West 1/2 of Section 15, T15N, R20E, MDM, County of Carson City, State of Nevada, more particularly described as follows:

Beginning at a point on the southerly right of way of Butti Way, which bears N 7°13°25" W, a distance of 874.94 feet from the Center of said Section 15;

Thence along said southerly right of way S 38°43'28" E, 52.06 feet to a point on the westerly right of way of Fairview Dr. and the beginning of a non-tangent curve, concave to the northwest, to which point a radial line bears S 83°40'48" E;

Thence along said right of way, along the arc of said non-tangent curve, concave to the northwest, having a radius of 1106.00 feet, through a central angle of 18°47"11" and an arc length of 362.64 feet to a point to which a radial line bears S 64°53'37" E:

Thence continuing along said right of way S 25°06'24" W, 127.52 feet;

Thence departing said right of way, S 57°18'59" W, 82.37 feet;

Thence S 19°13'27" W, 428.39 feet to a point on said westerly right of way of Fairview Dr.;

Thence along said westerly right of way, S 25°06'23" W, 679.21 feet, to a point on a tangent curve to the right;

Thence continuing along said westerly right of way, along said curve to the right, concave to the northwest, having a radius of 770.00 feet, through a central angle of 8°07'05" and an arc length of 109.10 feet to a point to which a radial line bears S 56°46'32" E;

Thence departing said right of way along said radial line, N 56°46'32" W, 42.71 feet;

Thence N 25°06'23" E, 779.35 feet;

Thence N 19°13'27" E, 443.09 feet;

Thence N 57°18'59" E, 85.19 feet;

Thence N 25°06'24" E, 113.08 feet to a point on a non-tangent curve, concave to the northwest, to which point a radial line bears S 64°53'37" E;

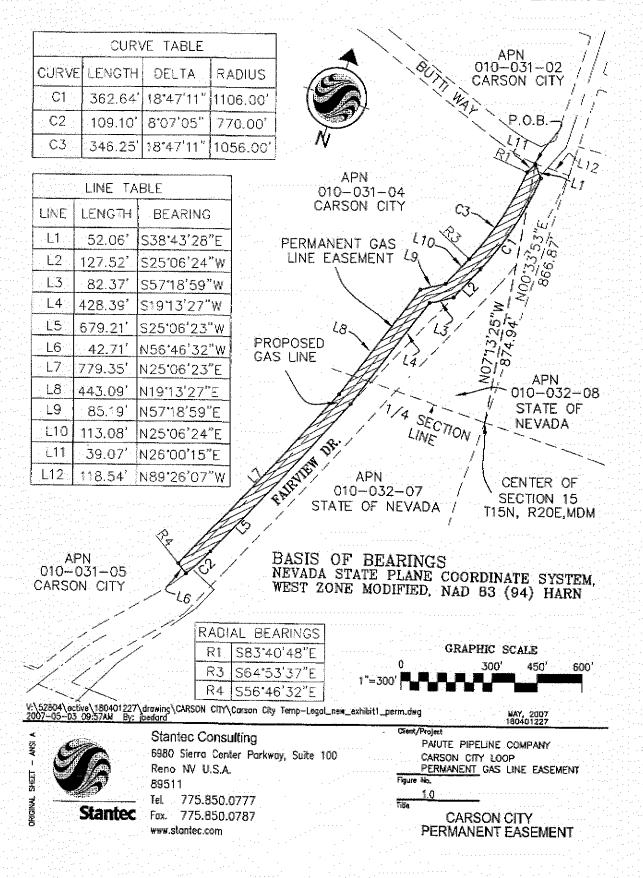
Thence along the arc of said curve, concave to the northwest, having a radius of 1056.00 feet, through a central angle of 18°47'11" and an arc length of 346.25 feet to a point to which a radial line bears S 83°40'48" E;

Thence N 26°00'15" E, 39.07 feet to a point on the southerly right of way of Butti Way and the point of beginning.

Containing an area of 89,560 square feet of land or 2.06 acres, more or less.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Modified, NAD 83 (94) HARN

VIS2800/scrive:80401227/drawing/CARSON CITY/LEGALS/CITY PERM, NEW doc



APN # 010-031-04 and 010-031-05		
The same and the same of the s		
Recording Requested By And Return To:		
Paiute Pipeline Company		
Theresa Economy, Contract Right of Way P.O. Box 1190		
Carson City, Nevada 89702-1190		
DOCUMENTARY TRANSFER TAX \$	·	
( ) Computed on full value of property		
conveyed.		
( ) Computed on full value less liens &		
encumbrances remaining thereon at time of sale.		
The second secon	}	
Signature of individual determining tax		
	<u> </u>	
PAIUTE		
PIPELINE COMPANY		
		Y EASEMENT
This form is used to acquire land rights for installa		
	Approved By	Diane Fitch
Sec. 15 T 15N R 20E	Meridian	Mount Diablo
County Carson City	State	Nevada
	W.O. No.	18326499/2249
W.R. No.	• •	
	• •	
W.R. No.  1 (We) Carson City, Nevada, A Consolidate	d Municipality	
W.R. No.  I (We) Carson City, Nevada, A Consolidate  For and in consideration of the sum of C	d Municipality	.00) and other good and valuable
W.R. No.  I (We) Carson City, Nevada, A Consolidate  For and in consideration of the sum of Consideration, receipt of which is hereby acknowledge.	d Municipality one Dollar (\$1.	.00) and other good and valuable undersigned, hereinafter referred to
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Page 2 of 3 APN # 101-031-04 & 101-031-05
W.R. No. W.O. No. 18326499/2249
The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.
TO HAVE AND TO HOLD said temporary easement unto Grantee, its successors and assigns, together with all rights granted hereby, forever.
IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement this day of
Carson City, Nevada
Grantor See signature page
Grantor
ACKNOWLEDGMENT
STATE OF
COUNTY OF
On, before me,(Notary Public)
personally appeared (Grantor)
personally known to me (or proved to me on basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to
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Temporary Easements APN's: 010-031-04 Paiute Pipeline Company WO# 18326499/2	and 010-031-05 249
CITY: CARSON CITY, NEVADA	
REVIEWED AND RECOMMENDED BY:	
Lawrence A. Werner, P.E., R.L.S. City Engineer	Date
APPROVED FOR LEGALITY AND FORM	<b>4:</b>
Carson City District Attorney	Date
APPROVED:	
MARV TEIXEIRA, Mayor	Date
ATTEST:	
ALAN GLOVER, Clerk-Recorder Date	

Stantec Consulting Inc. 6960 Sierra Center Parkway Suite 100 Rend NV 89511 Tel: (775) 850-0777 Fax: (775) 850-0787 stantise.com



#### Stantec

May 22, 2007
Project No. 180401227
Legal Description
Paiute Pipeline Company Carson City Loop
Temporary Easement and Proposed Staging Area

The following describes a temporary easement, being a portion of the West 1/2 of Section 15, T15N, R20E, MDM, County of Carson City, State of Nevada, more particularly described as follows:

Beginning at a point on the southerly right of way of Butti Way, which bears N 7°13'25" W, a distance of 874.94 feet from the Center of said Section 15;

Thence S 26°00'15" W, 39.07 feet to a point on a non-tangent curve, concave to the northwest, to which point a radial line bears S 83°40'48" E;

Thence along the arc of said curve, concave to the northwest, having a radius of 1056.00 feet, through a central angle of 18°47' 11" and an arc length of 346.25 feet, to a point to which a radial line bears S 64°53'37" E;

Thence S 25°06'24" W, 113.08 feet;

Thence S 57°18'59" W, 85.19 feet:

Thence SI9°13'27" W, 443.09 feet;

Thence S 25°06'23" W, 779.35 feet;

Thence S 56°46'32" E, 42.71 feet to a point on the westerly right of way of Fairview Drive and the beginning of a non-tangent curve, concave to the northwest, to which point a radial line bears S 56°46'32" E;

Thence along said westerly right of way, along the arc of said non-tangent curve, concave to the northwest, having a radius of 770.00 feet, through a central angle of 3°46'3!" and an arc length of 50.74 feet to a point to which a radial line bears S 53°00'01" E;

Thence departing said right of way, N 64°36'11" W, 80.19 feet;

Thence N 25°20' 19" E, 1107.58 feet;

Thence N 24°32'51" E, 76.30 feet;

Thence N 7°29'31" E, 111.51 feet;

Thence N 51°36'14" E, 67.93 feet;

Thence N 26° 10′ 17" E, 93.14 feet to a point on a con-tangent curve, concave to the northwest, to which point a radial line bears S 58°23 '04" E;

Thence along the arc of said curve, concave to the northwest, having a radius of 721.64 feet, through a central angle of 14°41′ 5 5" and an arc length of 185.13 feetto a point to which a radial line bears S 73°04′59" E;

Thence N 74°20'24" W, 211.31 feet;

Thence N 19°04' 13" E, 209.77 feet to the southerly right of way of Butti Way;

Thence along said southerly right of way, \$ 69°29'43" E, 70.72 feet;

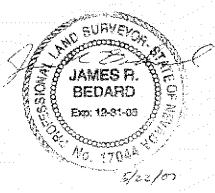
Thence continuing along said right of way, along a tangent curve to the left, concave to the northeast, having a radius of 620.22 feet, through a central angle of 10°57' 46" and an arc length of 118.67 feet;

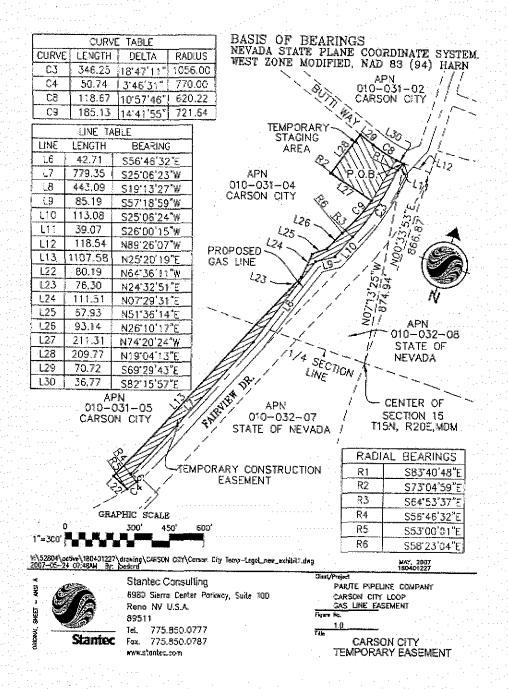
Thence continuing along said right-of-way S 82°15'57" E, 36.77 feet to the point of beginning.

Containing an area of 111,983 square feet or 2.57 acres of land, more or less.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone Modified, NAD 83 (94) HARN

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#### EXHIBIT 'C' ADDENDUM

### PAIUTE PIPELINE COMPANY GRANT OF EASEMENT

#### INDEMNIFICATION.

GRANTEE, BY ITS ACCEPTANCE OF THIS EASEMENT AND AS A CONDITION THEREOF AGREES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS THAT THROUGHOUT THE ENTIRE TERM OF THIS EASEMENT THAT IT, ITS SUCCESSORS, AND ASSIGNS SHALL AND DO INDEMNIFY AND HOLD HARMLESS AND DEFEND, NOT EXCLUDING ITS RIGHT TO PARTICIPATE, THE CONSOLIDATED MUNICIPALITY OF CARSON CITY. STATE OF NEVADA. THE BOARD OF SUPERVISORS OF CARSON CITY. NEVADA, AND EMPLOYEES THEREOF FROM ANY AND ALL SUITS. CLAIMS, DAMAGES, AND JUDGMENTS ENSUING FROM THE INJURY OR DEATH TO PERSONS AND PROPERTY INCLUDING PROPERTY OF GRANTEE DUE TO THE CONSTRUCTION. OPERATION AND MAINTENANCE OF SAID NATURAL GAS PIPES, MAINS, CONDUITS, AND OTHER PROPERTY OR APPURTENANCES OR ANY OTHER ACTS PERFORMED BY GRANTEE PURSUANT TO THIS EASEMENT WITHIN THE EASEMENT AREA.. IF THE CITY DECIDES TO PARTICIPATE IN ANY MATTER IN WHICH GRANTEE HAS AGREED TO DEFEND THE CITY. THE COST OF SUCH PARTICIPATION SHALL BE SOLELY THAT OF THE CITY AND NOT SUBJECT TO THIS PROVISION OF THE EASEMENT.

# EXHIBIT 'D' ADDENDUM

#### PAIUTE PIPELINE COMPANY GRANT OF EASEMENT

#### REVERSIONARY STATEMENT:

IF THE USE FOR WHICH THIS EASEMENT IS GRANTED IS ABANDONED, SAID EASEMENT SHALL REVERT TO THE CONSOLIDATED MUNICIPALITY OF CARSON CITY, NEVADA.