

Item # 6

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: July 24, 2007

Agenda Date Requested: August 2, 2007

Time Requested: 5 Minutes

To: Mayor and Supervisors

From: Development Engineering

Subject Title: Action to approve and authorize the Mayor to sign an agreement between Barbara Welch and Carson City whereby Barbara Welch agree(s) to sell and convey that certain real property described as Assessor's Parcel Number 002-138-06, for the appraised value of \$190,000.

Staff Summary: The Regional Transportation Commission has recommended at their July 11, 2007 meeting that the Board of Supervisors approve the agreement between Barbara Welch and Carson City for the acquisition of real property necessary to construct roadway improvements for the extension of North Stewart Street. The subject property was appraised by Johnson and Perkins & Associates, Inc.

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 an agreement between Barbara Welch and Carson City whereby Barbara Welch agree(s) to sell and convey that certain real property described as Assessor's Parcel Number 002-138-06, for the appraised value of \$190,000.

Explanation for Recommended Board Action: The Carson City Regional Transportation Commission approved a project to extend North Stewart Street from John Street, north to tie into Moody Street and then onto Roop Street at David Street. Development Services is in the process of acquiring the right-of-way, easements and temporary construction easements necessary to allow the street to be extended.

This real property acquisition consists of a single family residence, located at 321 E. Park Street.

Because the Board of Supervisors has not granted the authority to the Regional Transportation Commission to take title on rights-of-way or easements, approval must be made by the Carson City Board of Supervisors.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 244.265 et. Seq.

Fiscal Impact: \$190,000

Explanation of Impact: The amount of the agreement is based on an evaluations prepared by Johnson and Perkins which was reviewed and approved by the City Engineer.

Funding Source: Regional Transportation Commission

Alternatives: Do not approve the agreement.

Supporting Material: Agreement and Deed, Sketch

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

Reviewed By:

(City Manager)

(Public Works Director)

(District Attorney)

(Finance Director)

Date:

Date:

Date:

Date:

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

AFTER RECORDING RETURN TO:
 LAWRENCE A. WERNER, P.E., R.L.S.
 CARSON CITY DEVELOPMENT SERVICES
 ENGINEERING DIVISION
 2621 NORTHGATE LANE, SUITE 6
 CARSON CITY, NV 89706
 APN 002-138-06

AGREEMENT

THIS AGREEMENT, made this 5 day of JUNE, 2007, between Barbara Welch, Surviving Joint Tenant, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

1. The OWNER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:

(a) To convey all that certain real property for the purpose of extending North Stewart Street and the associated improvements upon over and across the subject property (002-138-06) to the CITY, its assigns; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

(b) To deliver to the CITY a deed for the property described in section 1 (a) of this agreement conveying all that said real property free and clear of any and all liens and encumbrances, together with said abutter's rights, including access rights, appurtenant to the adjacent remaining property of the OWNER.

(c) To be responsible for said premises, including risk and liability for loss or damage including all repairs and/or maintenance to said premises until such date as OWNER has delivered the before mentioned deed to the CITY, or such date as OWNER has given physical possession of said premises to the CITY.

(d) To permit the CITY or its authorized agents, assignees and contractors to enter in and upon OWNER's before mentioned lands, which are herein agreed to be conveyed for the purposes of inspection, land survey, environmental analysis and engineering upon execution of this agreement.

(e) To the fullest extent permitted by law, OWNER shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of OWNER, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

2. The CITY, in consideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To pay the OWNER in the manner hereinafter provided the sum of **ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00)**, which shall be the total purchase price for all that said real property to be conveyed.

(b) To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

3. It is mutually agreed and understood by the CITY and by the OWNER as follows:

(a) That all of the facilities and improvements constructed within this agreement shall be designed and constructed in accordance with Carson City Development Standards.

(b) CITY and OWNER will coordinate and cooperate with each other in scheduling the construction of improvements.

(c) If OWNER or CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a default breach of this Agreement. If OWNER or CITY fails, neglects, or refuses to cure the default upon the request of the other party, such other party, at its option, may correct such default and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all terms, conditions, and covenants of this agreement. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

(d) The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of any remaining provision.

(e) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

(f) This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

(g) All property descriptions are approximate and subject to slight adjustment as necessary to meet construction requirements.

(h) All covenants and agreements herein contained shall extend to and be obligatory upon

the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

(i) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(j) That CITY shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of N.R.S. 271.265.

(k) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

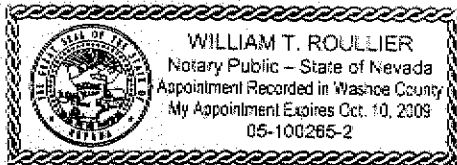
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Barbara Welch 6/5/7
Barbara Welch Date

STATE OF NEVADA
COUNTY OF CLATSOP

On this 5 day of JUNE, 2007, personally appeared before me, the undersigned, a Notary Public in and for the CLATSOP COUNTY OF OREGON, State of NEVADA, BARBARA WELCH personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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

[Signature]

CITY:

REVIEWED AND RECOMMENDED BY:

[Signature] 6/21/07
LAWRENCE A. WERNER, P.E., R.L.S. Date
City Engineer

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

APN 002-138-06

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.
CARSON CITY DEVELOPMENT SVCS
CARSON CITY ENGINEERING
2621 NORTHGATE LANE, SUITE 6
CARSON CITY, NV 89706

DEED

THIS DEED, made this 5 day of JUNE, 2007, between Barbara Welch, Surviving Joint Tenant, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, all that certain real property for roadway purposes, upon, over and across said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance, including the right of the public to travel over and across and to recreate upon said land.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to its successors and assigns forever.

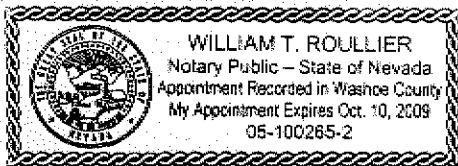
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Barbara Welch 6/5/7
Barbara Welch Date

STATE OF NEVADA

On this 5 day of JUNE, 2007, personally appeared before me, the undersigned, a Notary Public in and for the COUNTY OF WASHOE, State of NEVADA,
BARBARA WELCH personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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

[Signature]

CITY:

REVIEWED AND RECOMMENDED BY:

[Signature]
LAWRENCE A. WERNER, P.E., P.L.S. Date
City Engineer

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

Exhibit "A"

LEGAL DESCRIPTION

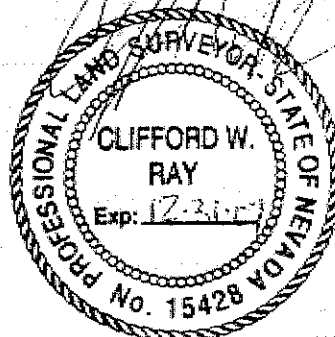
APN 002-138-06

RIGHT OF WAY

All that certain property situate within the S $\frac{1}{2}$, SW $\frac{1}{4}$ of Section 8, Township 15 North, Range 20 East, M.D.B. & M., more particularly described as lot 2, Block 2 of the Corbett Addition as shown on that certain Record of Survey for Carson City, Nevada, File No. 47222, Map No. 319, together with the Certificate of Amendment, File No. 359100, & File No. 359101, Carson City, Nevada.

CONTAINING 0.12 Acres, more or less

PREPARED BY: Capital Engineering
P.O. Box 3750
Carson City, NV 89702



15-22-07