

Item # 3-2A

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: August 8, 2008

Agenda Date Requested: August 21, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign a drainage easement between the State of Nevada, Division of State Lands and Carson City whereby the State of Nevada, Division of State Lands agree(s) to grant to Carson City a non-exclusive easement for a surface water drainage system, with the right to maintain, inspect, repair, and reconstruct a water drainage system for the Timberline and Combs Canyon Watershed Stabilization, Storm Water Storage and Sedimentation Storage Project.

Staff Summary: A drainage easement is required between the State of Nevada, Division of State Lands and Carson City in order for Carson City to provide a surface water drainage system for the Timberline and Combs Canyon Watershed Stabilization, Storm Water Storage and Sedimentation Storage Project.

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 drainage easement between the State of Nevada, Division of State Lands and Carson City whereby the State of Nevada, Division of State Lands agree(s) to grant to Carson City a non-exclusive easement for a surface water drainage system, with the right to maintain, inspect, repair, and reconstruct a water drainage system for the Timberline and Combs Canyon Watershed Stabilization, Storm Water Storage and Sedimentation Storage Project.

Explanation for Recommended Board Action: In order to continue to maintain, inspect, repair and reconstruct the Timberline and Combs Canyon Watershed Stabilization, Storm Water Storage and Sedimentation Storage Project this easement is required.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: None

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Do not approve the drainage easement.

Supporting Material: Drainage Easement

Prepared By: Kim Belt, Capital Program Manager

Reviewed By:


(Public Works Director)

Date:

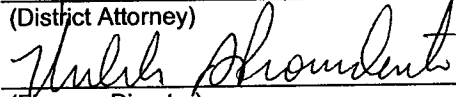
8/12/08



(City Manager)



(District Attorney)



(Finance Director)

Date: 8/12/08

Date: 8-12-08

Date: 8-12-08

Board Action Taken:

Motion: _____

Aye/Nay

1) _____

2) _____

3) _____

4) _____

5) _____

(Vote Recorded By)



GRANT 1- # 2758, MMO/RCN
A.P.N. Carson City 07-091-17

Recording Requested by & Return To:
DIVISION OF STATE LANDS
901 S. Stewart St., Suite 5003
Carson City, NV 89701

CARSON CITY DRAINAGE EASEMENT

THIS EASEMENT, made and entered into this 9TH day of JUNE, 2008, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR and the CITY OF CARSON, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Carson City Assessor's parcel number 07-091-17; and

WHEREAS, GRANTEE has constructed a surface water drainage system across 9.75 acres of the aforementioned 80 acre parcel;

WITNESSETH:

FOR AND IN CONSIDERATION of the rents hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE a non-exclusive easement for a surface water drainage system, with the right to maintain, inspect, repair, and reconstruct said water drainage system, as shown on the Timberline and Combs Canyon Watershed Stabilization, Storm Water Storage and Sedimentation Storage Project- Phase 2, sheets 2 and 3 of the plans dated August 15, 2005 herein incorporated and made a part hereof by this reference.

That portion of Carson City's Assessor's parcel number 07-091-17 included within this non-exclusive easement for a flood plain berm is a portion of the N ½ of the SE ¼ Section 1, Township 15 North, Range 19 East, M.D.M., as described in the surveyor's legal descriptions **(Exhibits A & B)** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for a surface water drainage system purposes. This Easement may not be assigned.
2. **CONSIDERATION:** In consideration of this non-exclusive easement for the above described surface water drainage system, GRANTEE, its successors, hereby agree to pay a one-time fee in the amount of EIGHTY-THOUSAND DOLLARS (\$80,000.00) to GRANTOR for the drainage easement on state land. The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**Division of State Lands
901 S. Stewart St., Suite 5003
Carson City, NV 89509**
3. **DAMAGE TO STATE LAND:** GRANTEE, its successors and /or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during construction, location, installation, use, inspection, maintenance, repairs, reconstruction or removal of the surface water drainage system.
4. **VEGETATION:** GRANTEE agrees to exercise due care to minimize damage to existing vegetation during reconstruction or maintenance activities and to re-vegetate the land in

accordance with the revegetation plan on file with State Lands to return the area to as near as natural condition as possible.

5. **HISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work performed within the easement area, work will be temporarily halted and the State Historic Preservation Office notified. GRANTEE will heed to the responsibilities required under Section 106 of the National historic Preservation Act of 1966, as amended.
6. **INDEMNIFICATION:** GRANTEES their successors and/or agent(s) or contractor(s) understand and agree to the fullest extent of NRS chapter 41 liability limitations, CARSON CITY, as Indemnitor, agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation of the surface water drainage system. This indemnification does not exclude that State of Nevada's right to participate in its defense of a matter subject to this indemnification. GRANTEE shall not be liable to indemnify or hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel of its choice.
7. **TERM AND DISCONTINUATION:** The Easement granted by GRANTOR and described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which is was granted, and if at any time the GRANTEE should discontinue said use for a period of ONE (1) year the Easement shall thereupon

terminate, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

8. **TERMINATION:** GRANTEE and its successors understand and agree that failure to concur with or comply with any of the conditions contained herein will cause this Easement to become invalid and will require the removal of the surface water drainage system.

The GRANTEE, its successors and/or its agent(s) or contractor(s) understand and agree that at the termination of this easement, the surface water drainage system will be removed by GRANTEE, if so requested by GRANTOR, and the land shall be restored to its pre-project condition. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Any expenses for removal of the surface water drainage system will be borne by GRANTEE or its assigns.

9. **PERMITS:** GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees that this 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.
10. **EXISTING UTILITIES:** GRANTEE, its successors and/or its agent(s) or contractor(s) understand and agree to maintain the legally required offset from any existing gas, electric, water or communication lines.
11. **INSPECTION:** GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees to allow GRANTOR the opportunity to inspect the surface water drainage system at any time. GRANTEE agrees to notify GRANTOR upon the

commencement and termination of any future construction and installation activities to allow interested agencies the opportunity to inspect the surface water drainage system.

12. **MAINTENANCE:** GRANTEE and its successors will be responsible for all maintenance of the surface water drainage system and understand and agree that the said surface water drainage system shall be inspected at least once per year and at all times will comply to the Carson City Storm Drainage Facilities Operation and Maintenance Manual, July 2003 edition. This includes, but is not limited to, the removal of loose material, rebuilding failed slopes, keying compacted material into the slope, replacing soil removed by burrowing rodents, removing rodents from sensitive areas if necessary, compacting loose material into slopes, and re-establishing vegetation.
13. **FURTHER AUTHORIZATIONS:** Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **Exhibits A & B**.
14. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and/or its agent(s) or contractor(s) understand and agree to maintain the surface water drainage system within the Nevada Division of Environmental Protection's Best Management Practices guidelines.
15. **ACCESS:** It is hereby acknowledged by the parties that GRANTOR plans to develop its above referenced parcel on the remaining 70.25 acres located outside of the easement area. At no time shall GRANTEE, its successors and/or its agent(s) or contractor(s) prevent GRANTOR from accessing or developing any portion of GRANTOR'S subject property located outside of the 9.75 acre easement herein

granted. GRANTEE agrees to cooperate with GRANTOR'S need to access and construct improvements to and within any portion of the GRANTOR'S 80 acre parcel. Improvements may includes, but are not limited to, sewer, water, gas, electric, cable, telephone, street, curb, gutters, sidewalks, and others structures. Upon execution of this easement GRANTEE shall grant to GRANTOR a new public access easement as described on **Exhibit C** attached hereto and by reference made a part hereof. GRANTEE understands and agrees that in order to adequately improve certain portions of the GRANTOR'S property it may be necessary to construct portions of said improvements over or on portions of the surface water drainage system. GRANTEE retains the right to construct and place said improvements within the easement area so long as the construction of such improvements does not interfere with the functioning of the surface water drainage system.

GRANTEE:

**CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:**

By: 
LAWRENCE A. WERNER, P.E., P.L.S.
City Manager

8/5/02
Date

Sign

APPROVED FOR LEGALITY AND FORM:

By: _____
Carson City District Attorney

Date

APPROVED:

By: _____
MARV TEIXEIRA, Mayor

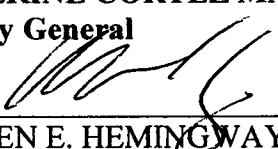
Date

ATTEST:

By: _____
ALAN GLOVER, Clerk-Recorder

Date

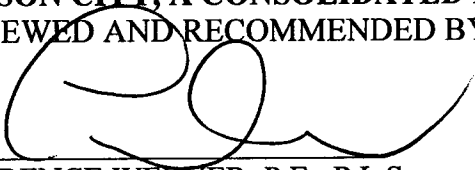
APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

By: 
COLLEEN E. HEMINGWAY
Deputy Attorney General

Date: 8-4-02

GRANTEE:

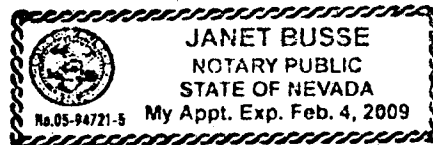
**CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:**

By: 
LAWRENCE WERNER, P.E., P.L.S.
City Manager

STATE OF NEVADA)
SS.
CITY OF CARSON CITY)

On, August 12 2008, personally appeared before me, a notary public,
LAWRENCE WERNER, City ~~Engineer~~ Manager, Carson City, who acknowledged that ~~he~~
executed the above instrument.

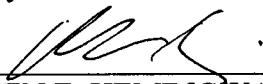

NOTARY PUBLIC



APPROVED FOR LEGALITY AND FORM:

By: _____
Carson City District Attorney

APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

By: 
COLLEEN E. HEMINGWAY
Deputy Attorney General

Date 7-14-09

NEVADA STATE LANDS
APN 07-091-17
ACCESS AND DRAINAGE EASEMENT
LEGAL DESCRIPTION

July 27, 2005

An access and drainage easement located within a portion of the North one-half of the Southeast one-quarter of Section 1, Township 15 North, Range 19 East, MDM, Carson City, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of the North one-half of the Southeast one-quarter of said Section 1, as shown on the Record of Survey for State of Nevada, Division of State Lands, File No. 232480 of the Carson City Recorder's Office;

thence along South line of said North one-half S. 89°44'10" W., 35.01 feet;
thence N. 11°49'46" W., 65.95 feet;
thence N. 00°50'29" E., 296.09 feet;
thence S. 51°40'28" W., 226.58 feet;
thence S. 69°34'34" W., 573.38 feet;
thence S. 79°28'36" W., 131.09 feet to a point on said South line;
thence along said south line S. 89°44'10" W., 425.17 feet;
thence continuing along said south line S. 89°56'36" W., 117.80 feet;
thence N. 59°18'51" E., 297.16 feet;
thence N. 63°23'54" E., 697.66 feet;
thence N. 70°14'00" E., 358.67 feet;
thence N. 56°11'45" E., 270.94 feet to a point on the East line of said North one-half;
thence S. 00°51'21" W., along said East line 730.00 feet to the POINT OF BEGINNING.

Containing 9.429 acres feet more or less.

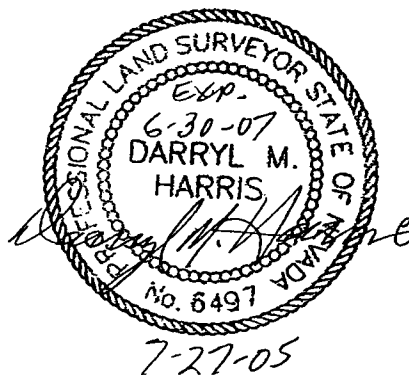
EXHIBIT "A"

Basis of Bearing

The line between Carson City Monument Nos. 13005 and 11003 as shown on the Carson City, Nevada 1992 Mapping Project prepared by Consulting Engineering Services, Inc., dated May 1992, (N. 43°05'35" W.)

PREPARED BY:

Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
P.O. Box 11796
212 Elks Point Road, Suite 443
Zephyr Cove, NV 89448



**NEVADA STATE LANDS
APN 07-091-17
ACCESS AND DRAINAGE EASEMENT
LEGAL DESCRIPTION**

March 1, 2006

An access and drainage easement located within a portion of the Northwest one-quarter of the Southeast one-quarter of Section 1, Township 15 North, Range 19 East, MDM, Carson City, Nevada, being more particularly described as follows:

BEGINNING at the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of said Section 1, as shown on the Record of Survey for State of Nevada, Division of State Lands, File No. 232480 of the Carson City Recorder's Office, said point bears N. 01°14'16" W., 1,317.32 feet from the South one-quarter corner of said Section 1;

thence N. 00°47'50" E., 187.22 feet;

thence S. 28°19'14" E., 107.92 feet;

thence S. 56°56'17" E., 168.66 feet;

thence S. 89°56'36" W., 195.15 feet to the POINT OF BEGINNING.

Containing 13,908 square feet more or less.

Basis of Bearing

The line between Carson City Monument Nos. 13005 and 11003 as shown on the Carson City, Nevada 1992 Mapping Project prepared by Consulting Engineering Services, Inc., dated May 1992, (N. 43°05'35" W.)

PREPARED BY:

Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
P.O. Box 11796
212 Elks Point Road, Suite 443
Zephyr Cove, NV 89448



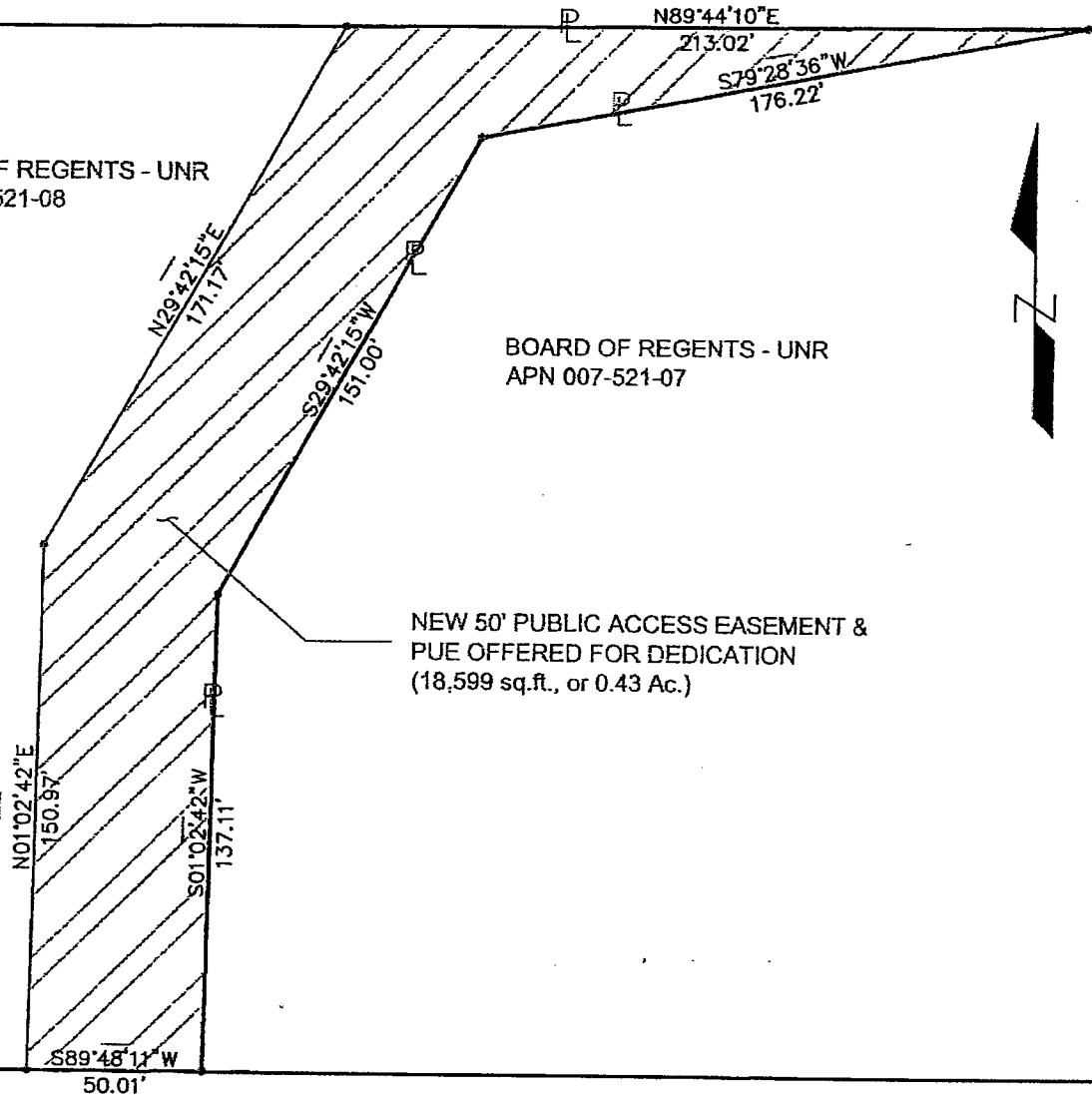
EXHIBIT "B"

STATE OF NEVADA FORREST SERVICE
APN 007-091-17

BOARD OF REGENTS - UNR
APN 007-521-08

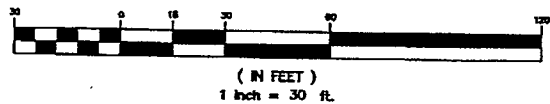
BOARD OF REGENTS - UNR
APN 007-521-07

NEW 50' PUBLIC ACCESS EASEMENT &
PUE OFFERED FOR DEDICATION
(18,599 sq.ft., or 0.43 Ac.)



COOMBS CANYON ROAD

GRAPHIC SCALE



DWG NO: LYING IN A PORTION OF THE SE1/4 OF THE SE1/4
OF SEC. 01, T.15N., R.19E., MDB&M

CARSON CITY
ENGINEERING DEPARTMENT

1621 NORTHGATE LN
PH: 887-2305

CARSON CITY, NEVADA 89703
FAX: 887-2814

DEDICATION OF A (50) FOOT
PUBLIC ACCESS EASEMENT
& PUE, APN 007-521-08

DESIGNED BY: MOTTER
DRAWN BY: MOTTER
CHECKED BY: _____
SCALE (HORIZ): 1:20
DATE: 10/5/2006

EXHIBIT "C"

LEGAL DESCRIPTION
(50) FOOT PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT

All that certain real property situate within a portion of the SE1/4 of the SE1/4 of Section 1, Township 15 North, Range 19 East, M.D.M., Carson City, Nevada further described as the West 50 feet of the East side of APN: 007-521-08 in the Carson City Assessors APN book, and further more being described as parcel 1 of the Parcel Map for the Board of Regents University of Nevada, Reno -- File No. 298917, Map No. 2487 Carson City Records being more particularly described as follows:

COMMENCING S 89°48'11"W., along the south property line of APN 007-521-08, described in Parcel Map 2487 in the Carson City Records, at the distance of 50.01 feet to a point;

THENCE N 01°02'42"E., a distance of 150.97 feet to a point;

THENCE N 29°42'15"E., a distance of 171.17 feet to

THENCE N 89°44'10"E., along the north property line of APN 007-521-08 at a distance of 213.02 feet to a point;

THENCE S 79°28'36"W., along the west property line of APN 007-521-08 at a distance of 176.22 feet to a point;

THENCE S 29°42'15"W., along the west property line of APN 007-521-08 at a distance of 151.00 feet to a point;

THENCE S 01°02'42"W., along the west property line of APN 007-521-08 at a distance of 137.11 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 18,599 sq. ft., or 0.43 acres, more or less.

Basis of Bearing: (N 43°05'35"W.) The line between Carson City Monument Numbers 13005 and 11003 as shown on the Carson City, Nevada 1992 mapping project prepared by Consulting Engineering Services, Dated May 1992.

Prepared by Carson City Development Services – Engineering Division
October 6, 2006

EXHIBIT "C"