

Item # 4-6

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: December 5, 2008

Agenda Date Requested: December 18, 2008

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign an agreement between Andersen Family Associates, a Nevada Limited Partnership and Carson City whereby Andersen Family Associates, a Nevada Limited Partnership agree to:

- (1) Convey a non-exclusive water line easement as described as Assessor's Parcel Numbers 004-21-13;
- (2) Grant permission to construct upon, over and across certain real property described as Assessor's Parcel Numbers 004-021-07 and 004-021-13 for the purpose of construction related to the Little Lane Water Line Project.

Staff Summary: Staff is asking that the Board of Supervisors approve the agreement between Andersen Family Associates, a Nevada Limited Partnership and Carson City for the granting of non-exclusive water line easement and a permission to construct outside of right-of-way necessary to construct the Little Lane Water Line Project for a cost of \$155,000.

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 Andersen Family Associates, a Nevada Limited Partnership and Carson City whereby Andersen Family Associates, a Nevada Limited Partnership agree to:

- (1) Convey a non-exclusive water line easement as described as Assessor's Parcel Number 004-21-13;
- (2) Grant permission to construct upon, over and across certain real property described as Assessor's Parcel Numbers 004-021-07 and 004-021-13 for the purpose of construction related to the Little Lane Water Line Project.

Explanation for Recommended Board Action: In order to connect the Arsenic Treatment Plant to the Carson City water system this non-exclusive water line easement and permission to construct outside of right-of-way are required.

The non-exclusive water line easement consists of 27,248 square feet and the permission to construct outside of right-of-way is 19,196 square feet.

Applicable Statue, Code, Policy, Rule or Regulation: Nevada Revised Statutes relating to the purchase of real property.

Fiscal Impact: \$155,000.00.

Explanation of Impact: The amount of the agreement was based on the appraisal from the firm of Johnson-Perkins & Associates' of March 10, 2008, which was reviewed and approved by the Capital Program Manager and subsequently negotiated with the property owner.

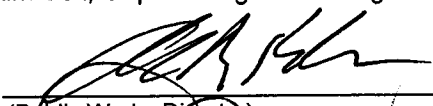
Funding Source: Water Fund

Alternatives: Do not approve the recommended action.

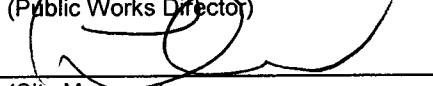
Supporting Material: Agreement, Water Line Easement Deed and Temporary Easement Deed

Prepared By: Kim Belt, Capital Program Manager

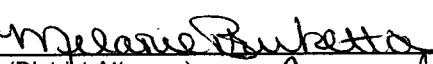
Reviewed By:


(Public Works Director)

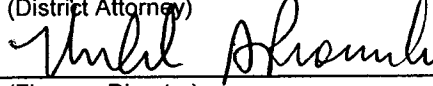
Date: 12/9/08


(City Manager)

Date: 12/8/08


(District Attorney)

Date: 12-9-08


(Finance Director)

Date: 12-9-08

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

APN 004-021-07 and 004-021-13

AFTER RECORDING RETURN TO:
KIM BELT
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498
APN 004-021-07 and 004-121-13

AGREEMENT

THIS AGREEMENT, made this 21 day of November, 2008, by and between Andersen Family Associates, a Nevada Limited Partnership, 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 a non-exclusive water line easement upon over and across the subject property (APN 004-021-13) 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 water line easement described in section 1 (a) of this agreement conveying said easement.

(c) To convey a temporary construction easement for the purpose of installing a water line and associated improvements upon over and across the subject property (APN 004-021-07 and 004-021-13) to the CITY, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibit "B" attached hereto and made a part hereof.

(d) To deliver to the CITY a temporary construction easement deed as described in section 1 (c) of this agreement conveying said easement.

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

(f) 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 FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00)**.

(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.

(c) To return the property impacted by the easements contemplated in this agreement to as near as practical to the condition they existed prior to construction.

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 provisions.

(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) 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.

APN 004-021-07 and 004-021-13

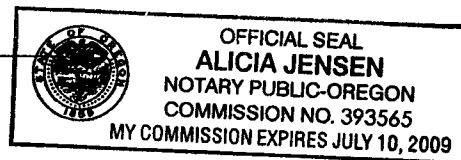
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Kim Colard 11.21.08
Andersen Family Associates, Date
a Nevada Limited Partnership

STATE OF Oregon)
COUNTY OF Multnomah) SS.

This instrument was acknowledged before me on November 21st, 2008,
by Kim Colard - member of AFPS - nvlc as general partner for the Andersen
Family Associates, a Nevada Limited Partnership.

Alicia Jensen
NOTARY PUBLIC



APN 004-021-07 and 004-021-13

CITY:

REVIEWED AND RECOMMENDED BY:

Kim Belt 11/25/08
KIM BELT Date
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

APN 004-021-13

AFTER RECORDING RETURN TO:

KIM BELT
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

WATER LINE EASEMENT DEED

THIS WATER LINE EASEMENT DEED, made this ____ day of _____, 20__, Andersen Family Associates, a Nevada Limited Partnership, 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 unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a non-exclusive water line easement upon, over and across certain 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.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this easement deed.

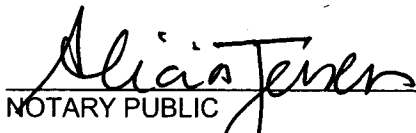
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.



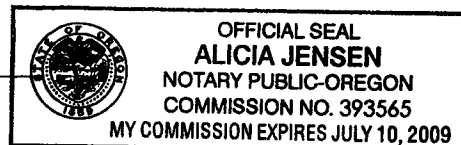
Andersen Family Associates,
a Nevada Limited Partnership
11.21.08
Date

STATE OF Oregon)
) SS.
COUNTY OF Multnomah)

This instrument was acknowledged before me on November 21st,
2008, by Kim Colard member of ACRE-NV as general Partner for
the Andersen Family Associates, a Nevada Limited Partnership.



NOTARY PUBLIC



APN 004-021-13

CITY:

REVIEWED AND RECOMMENDED BY:

K. Belt 11/25/08
KIM BELT Date
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

JN 05301.05.CM

EXHIBIT EASEMENT DESCRIPTION

A portion of land situate within the Southeast One-Quarter (SE ¼) of the Southeast One-Quarter (SE ¼) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

AREA "A"

BEGINNING at the Southeast ¼ corner of said Section 17, as shown on that Record of Survey Map No. 1155 of Official Records, Carson City, Nevada;

Thence along the southerly line of said Section 17, North 89°08'38" West, 20.00 feet;
Thence leaving said section line, North 00°41'03" East, 593.00 feet;
Thence North 89°13'43" West, 60.00 feet;
Thence North 00°41'03" East, 125.16 feet;
Thence South 89°13'43" East, 80.00 feet to a point on the easterly line of said Section 17;
Thence along said easterly line, South 00°41'03" West, 718.19 feet to the **POINT OF BEGINNING** and the end of this description.

Contains 21,873 square feet, more or less.

AREA "B"

COMMENCING at the Southeast ¼ corner of said Section 17, as shown on that Record of Survey Map No. 1155 of Official Records, Carson City, Nevada;

Thence along the southerly line of said Section 17, North 89°08'38" West, 20.00 feet;
Thence leaving said section line, North 00°41'03" East, 593.00 feet;
Thence North 89°13'43" West, 133.54 feet to the **TRUE POINT OF BEGINNING**;

Thence North 89°13'43" West, 26.46 feet;
Thence North 00°41'03" East, 125.16 feet;
Thence South 89°13'43" East, 90.11 feet;
Thence South 41°16'33" West, 122.45 feet to the beginning of a curve concave to the southwest with a radius of 40.00 feet, the radius point of said curve bears South 37°31'23" West from this point;

Exhibit A to Exhibit A

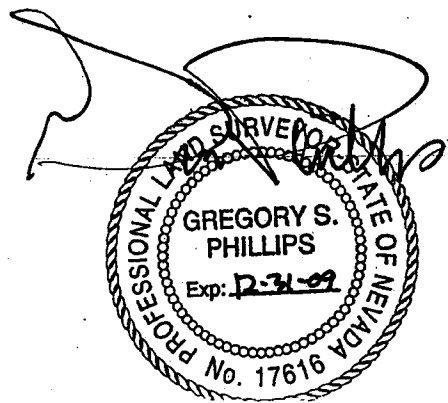
Thence easterly and southerly along said curve 37.18 feet through a central angle of $53^{\circ}15'10''$ to the **POINT OF BEGINNING** and the end of this description.

Contains 5,375 square feet, more or less.

The basis of bearings of these descriptions is the Record of Survey Map Number 1155 of Official Records, Carson City, Nevada.

Prepared by Tri State Surveying, Ltd.

Gregory S. Phillips, PLS
Nevada Certificate No. 17616



August 29, 2007



AREA "B"
5,375±
SQ. FT.

R=40.00'
D=53°15'10"
L=37.18'

WELL NO. 4
CARSON CITY
O.R. 118-340
A.P.N. 04-021-09

1" = 100'

N 89°13'43" W
180.00'

CARSON
CITY, A.P.N.
04-021-10

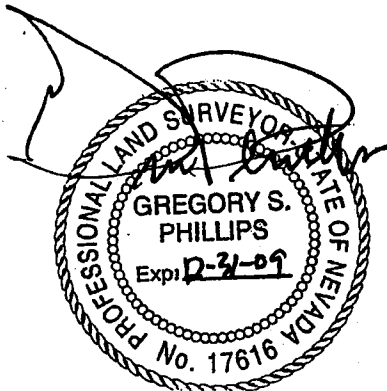
AREA "A"
21,873±
SQ. FT.

N 89°13'43" W
160.00'

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N89°08'38"W
L2	60.00'	N89°13'43"W
L3	125.16'	N00°41'03"E
L4	80.00'	N89°13'43"W
L6	26.46'	N89°13'43"W
L7	125.16'	N00°41'03"E
L8	90.11'	N89°13'43"W
L9	122.45'	N41°16'33"E

SALIMAN
2002, LLC
A.P.N.
10-041-24

Exhibit B
to
Exhibit A



August 29, 2007

ANDERSEN FAMILY
ASSOCIATES
O.R. 054100
A.P.N. 04-021-07

P.O.B.
FOUND BRASS DISK
WITH PUNCH IN WELL
SECTION CORNER
16, 17, 20 & 21

LITTLE LANE

20'
593.00'
N 00°41'03" E
718.19'
N 00°41'03" E

SALIMAN ROAD

EASEMENT EXHIBIT

A PORTION OF THE
SE 1/4 OF SECTION 17
T.15N., R.20E., M.D.M.
A.P.N. 04-021-07
CARSON CITY, NEVADA



TRI STATE SURVEYING, LTD

425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911
* FAX: (775) 887-9915

Land Information Solutions

JN 05301.05.CM

APN 004-021-07 and 004-021-13

AFTER RECORDING RETURN TO:

KIM BELT
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

TEMPORARY EASEMENT DEED

THIS TEMPORARY EASEMENT DEED, made this 21 day of Nov, 2008, between Andersen Family Associates, a Nevada Limited Partnership as to an undivided 1/2 interest, 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 unto the CITY and to its assigns a temporary easement for the purpose of constructing a water line, upon, over and across said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

The above described temporary rights granted by this instrument shall commence upon written notice from CITY and shall terminate on three (3) months later.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement deed.

Exhibit B



TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

Land Information Solutions

JN 05301.05.CM

EXHIBIT "A" ANDERSEN TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A portion of land situate within the Southeast One-Quarter (SE ¼) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at a point on the southerly line of said Section 17, which bears North 89°08'38" West, 20.00 feet from the Southeast ¼ corner of said Section 17, as shown on that Record of Survey Map No. 1155 of Official Records, Carson City, Nevada;

Thence along the southerly line of said Section 17, North 89°08'38" West, 1919.59 feet;
Thence leaving said section line, North 00°51'22" East, 10.00 feet;
Thence along a line 10.00 feet northerly and parallel to the southerly line of said Section 17, South 89°08'38" East, 1919.56 feet;
Thence South 00°41'03" West, 10.00 feet to the **POINT OF BEGINNING** and the end of this description.

Contains 19,196 square feet, more or less.

The basis of bearings of this description is the South line of the Southeast 1/4 of section 17, T.15N., R.20E., M.D.M., being N 89°08'38" W, the grid bearing based upon NAD 27 (Nevada Zone West).

Prepared by Tri State Surveying, Ltd.

Gregory S. Phillips, PLS
Nevada Certificate No. 17616

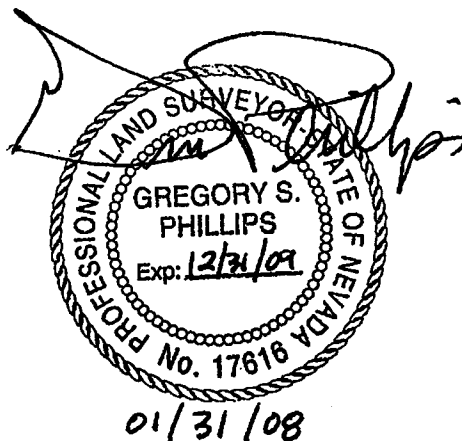


Exhibit A to Exhibit B

SEE DETAIL "A"

SALIMAN

DETAIL "A"

1" = 50'

S 00°41'03" W
10.00'

FOUND BRASS DISK
WITH PUNCH IN WELL
SECTION CORNER
16, 17, 20 & 21

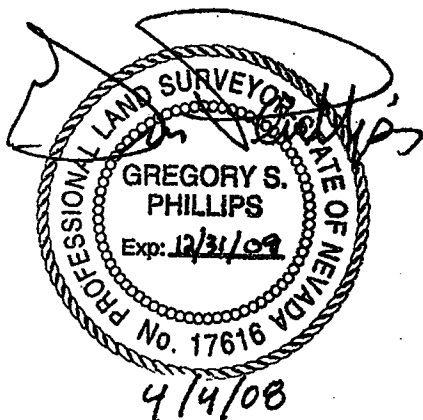
N 89°08'38" W
20.00'



1" = 300'

P.O.B.
(EXHIBIT "A")

ANDERSEN FAMILY ASSOCIATES
A.P.N. 04-021-07



SECTION LINE

10' TEMPORARY
CONSTRUCTION EASEMENT
19,196± SQ. FT.

DETAIL "B"

1" = 50'

ANDERSEN FAMILY ASSOCIATES
A.P.N. 04-021-13

N 00°51'22" E 10.00'



SECTION LINE

LITTLE LANE

Exhibit B
to
Exhibit B

EXHIBIT "B"

A PORTION OF THE
SE 1/4 OF SECTION 17
T.15N., R.20E., M.D.M.
A.P.N.s 04-021-07 & 04-021-13
CARSON CITY, NEVADA



Land Information Solutions

TRI STATE SURVEYING, LTD

425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911

* FAX: (775) 887-9915

JN 05301.05.CM

ESCROW INSTRUCTIONS
Carson City

Parcel: Easements
Little Lane Water Line
Owner: Andersen Family Assoc.
Escrow # CC-1070619-TO

To: Northern Nevada Title Company

In accordance with the attached agreement between the Grantor and the Carson City please perform the following services:

1. Disburse the sum of **\$155,000** which sum will be furnished by Carson City for your deposit in escrow.
2. Issue a title report reflecting all easements, encumbrances and liens of record.
[X] Yes [] No
3. Issue Title Insurance in the amount of **\$152,000**.
4. Pay all accrued, due or delinquent property taxes, up to and including the date of recording, public improvement bonds, sewer use fees or assessments, together with penalties, if any, to which this parcel is subject.
5. Record the instrument conveying title or interest to the City of Carson, in the name of the City.
6. Furnish a copy of the closing statements, acknowledged by Grantor, to both Grantor and CITY showing the complete breakdown of disbursements out of the escrow.
7. Full payment of escrow fees to be made upon completion and receipt of all items listed above.
8. The City of Carson is not responsible for and will not pay any real estate commissions nor will any real estate commissions be deducted from funds placed in escrow.
9. If escrow is not ready to close within six (6) weeks of receipt of funds from Carson City, said funds are to be deposited into an interest bearing account in favor of the City.

You are to bill separately to the City of Carson and outside of the escrow any or all of the following costs.

- | | |
|-------------------------|---|
| 1. Escrow fees | 4. Prepayment penalty, if any. |
| 2. Escrow holder's fees | 5. Recording fees for reconveyances and releases |
| 3. Conveyancing fees | 6. Title insurance policy costs if ordered herein |

Escrow Officer Date

K. Bell 11/25/08
Capital Program Manager Date

[Signature]
Grantor Date

[Signature]
Grantor Date