

Item# 9-2

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: August 7, 2009

Agenda Date Requested: August 20, 2009

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve a request from NV Energy to create a 15 foot wide easement along an existing overhead power line located on City property known as Capitol City Gun Club at 3590 Arrowhead Drive, APN 005-051-13 and Eagle Valley West Golf Course, APN 005-051-25, and to authorize the Mayor to sign the Grant of Easement. (Sharp)

Staff Summary: NV Energy would like to upgrade the existing overhead power line by installing larger conductors to accommodate 3 phase power as well as replace some existing wood poles that are in poor condition. The existing power lines have been there for many years, but there was apparently never a legal easement created. NV Energy would like to create the easement before spending money to upgrade the line. It is noted that this line will provide power to the Chromalloy site, and we have been told by the general manager Mike Holcomb that the upgrade to 3 phase power would allow Chromalloy to hire back as many as 100 of the 160 employees that were recently laid off.

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 a request from NV Energy to create a 15 foot wide easement along an existing overhead power line located on City property known as Capitol City Gun Club at 3590 Arrowhead Drive, APN 005-051-13 and Eagle Valley West Golf Course, APN 005-051-25. and to authorize the Mayor to sign the Grant of Easement.

Explanation for Recommended Board Action: The Grant of Easement is necessary to allow NV Energy to upgrade and maintain the existing overhead power line.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 244.279

Fiscal Impact: None

Explanation of Impact: N/A

Funding Source: N/A

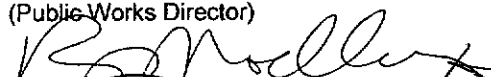
Alternatives: Do not approve the Agreement.

Supporting Material: Map of Existing Power Line, Grant of Easement, Exhibit 'A' Legal Description, Exhibit 'B' Map

Prepared By: Jeff Sharp, City Engineer

Reviewed By:

(Public Works Director)



Date: _____

(Parks and Recreation Director)



Date: 8/11/09

(City Manager)



Date: 8/4/09

(District Attorney)



Date: 8-11-09

(Finance Director)



Date: 8-11-09

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

3) _____

4) _____

5) _____

(Vote Recorded By)

APN: 005-051-13 and 25

WHEN RECORDED MAIL TO:
Land Operations Department
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA, ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to SIERRA PACIFIC POWER COMPANY, a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

GRANTOR:

**CARSON CITY,
A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA**

By:
Title:

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by _____ as
_____ of _____.

Signature of Notarial Officer

Notary Statement and/or Seal



CARSON CITY
A.P.N. 005-051-13 & 25

**EXHIBIT A
LEGAL DESCRIPTION
EASEMENT**

That certain piece of land situate in the North Half (N ½) of Section 3, Township 15 North, Range 20 East, M.D.M., County of Carson City, State of Nevada, more particularly described as follows:

An easement 15.00 feet in width lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Northeast corner of Parcel B as shown on the Parcel Map for J.S. Development Co., recorded on October 2, 1998 as Document #224271 in the Official Records of Carson City, Nevada.

THENCE North 00°15'39" East, 92.78 feet to the POINT OF BEGINNING;

THENCE South 67°18'10" West, 522.56 feet;

THENCE South 89°30'15" West, 323.40 feet to the terminus of this easement.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities to be extended not more than 25 feet from poles so supported.

This easement contains 12,625 square feet of land more or less.

All as shown on attached Exhibit Map "B" hereby made a part of this description.

Basis of Bearings for this easement is the Parcel Map for J.S. Development Co., recorded on October 2, 1998 as Document #224271 in the Official Records of Carson City County, Nevada

Prepared by Ryan A. Hamrick

EXHIBIT B

N

SCALE: 1"=200'

CARSON CITY
A.P.N. 005-051-13

CARSON CITY
A.P.N. 005-051-25

EASEMENT AREA=±12,625 SQ. FEET

CENTERLINE
15' EASEMENT

S67°18'10"W
522.56'

S89°30'15"W
323.40'

P.O.B.

N00°15'39"E
92.78'

POINT OF
COMMENCEMENT

PARCEL B AS SHOWN ON
THE PARCEL MAP FOR
J.S. DEVELOPMENT CO.
FILE No. #224271
A.P.N. 005-051-20

TECHNOLOGY WAY

6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP	
EASEMENT	
CARSON CITY	
A.P.N. 005-051-25 & 13	
SEC. 3, T. 15 N., R. 20 E., M.D.M.	
CARSON CITY	
NEVADA	
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6100 NEIL RD.
RENO, NV 89511
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EXHIBIT MAP
EASEMENT
CARSON CITY

A.P.N. 005-051-25 & 13

SEC. 3, T. 15 N., R. 20 E., M.D.M.

CARSON CITY

NEVADA

AUGUST 10, 2009

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