Hem# 5-2B

CARSON CITY, NEVADA REQUEST FOR BOARD ACTION

Date Submitted:

8/25/2006

Agenda Date Requested: 9/7/2006

Time Requested: Consent Agenda

To:

Mayor and Supervisors

From: Public Works - Engineering Division

Subject Title: Action to approve Easement Agreements between State of Nevada Division of State Lands and Carson City whereby the Division of State Lands agrees to (1) grant a permanent easement upon, over and across certain real property described as Assessors's Parcels Number APN No. 10-041-55 (Nevada State Prison parcel along E Fifth St) for the purpose of construction, operation and maintenance of underground utility facilities and (2) grant temporary construction easements upon, over and across said real property for the purpose of construction of the utility facilities as part of the Carson City Freeway Phase 2A Utilities Relocation Project.

Staff Summary: The easements have been requested from State Lands to provide for the relocation of sewer and water facilities necessitated by conflicts between the existing utilities and the proposed construction of Phase 2A of the Carson City Freeway in the vicinity of E Fifth St & the Linear Park.

Type of Action Requested: (check one)	na na kaling tahun pada salah b
() Resolution () Ordinance
(_X) Formal Action/Motion	Other (Specify)
Does This Action Require A Business Impact S	tatement: () Yes (_X_) No

Recommended Board Action: I move to approve and authorize the Mayor to sign the Easement Agreements between State of Nevada Division of State Lands and Carson City whereby the Division of State Lands agrees to (1) grant a permanent easement upon, over and across certain real property described as Assessors's Parcels Number APN No. 10-041-55 (Nevada State Prison parcel along E Fifth St) for the purpose of construction, operation and maintenance of underground utility facilities and (2) grant temporary construction easements upon, over and across said real property for the purpose of construction of the utility facilities as part of the Carson City Freeway Phase 2A Utilities Relocation Project. The fiscal impact is \$13,238 to the Sewer Capital account.

Explanation for Recommended Board Action: Carson City is in the process of relocating their facilities as part of the Carson City Freeway Phase 2A project and the above described easements are necessary for the construction and relocation.

Applicable Statue, Code, Policy, Rule or Regulation:

NRS 322.050 through 322.070

Fiscal Impact: \$13,238

Explanation of Impact: The majority of the easement cost will be reimbursable by NDOT (an estimated 80% will be reimbursable).

Alternatives: N/A			
Supporting Mate	rial: Easement Agreements, Easer	ment Location Plan	
Prepared By: Jay	Ahrens, PE, Senior Project Manag	ger	
Reviewed By:			2/06
	(City Engineer) (Department Heald)	Date:	9/06
	(City Manager)	, Date:	29-06
	(District Attorney)	<u> </u>	9-06
loard Action Tak	en:		
lotion:	1)	Aye/Na
)	
(Vote Recorded	Ву)		



PRIS-1, MMO APN- 010-041-55

Recording Requested by and Return to: Division of State Lands 901 S. Stewart St., Suite 5003 Carson City, NV 89701

GRANTEE: Carson City 2621 Northgate Lane, Ste. 54 Carson City, NV 89706

NON-EXCLUSIVE EASEMENTS

FOUR (4) TEMPORARY EASEMENTS FOR WATER & SEWER LINES
PHASE 2 OF CARSON CITY FREEWAY

These non-exclusive easements made and entered into this day of all of the state of Nevada, acting through the DIVISION OF STATE LANDS on behalf of the Nevada Department of Corrections, hereinafter referred to as GRANTOR and CARSON CITY, a consolidated municipality, acting through the CARSON CITY ENGINEERING DIVISION, hereinafter referred to as GRANTEE;

WHEREAS, GRANTEE, has made application to and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain four (4) temporary construction easements for the purposes of realignment of existing sewer and water lines;

WHEREAS, the GRANTEE is required to realign its existing sewer and water lines in order to accommodate the Nevada Department of Transportation and its Phase 2 of the construction of the Carson City Freeway;

Page 1 of 11

Easement – CARSON CITY ENGINEERING DIVISION- 4 Easements
PRIS- 1

WHEREAS, NRS 322.050 through 322.070 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

WITNESSETH:

FOR AND IN CONSIDERATION of the monies hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE four (4) non-exclusive temporary construction easements for the purpose of realigning existing utility facilities under and through the following described parcel, together with the right to enter upon said land to construct, reconstruct, maintain, and repair structures and other obstructions interfering with the location, construction and maintenance of said utility facilities upon, over, under, and across a portion of that certain property situate in Section 16, Township 15N, Range 20E, as shown on the Carson City Assessor's Map (EXHIBIT A) attached hereto and by reference made a part hereof. The locations of the four (4) temporary construction easements are described in the legal descriptions attached hereto as EXHIBIT B and by reference made a part hereof. Project shall be executed in accordance with the State of Nevada Department of Transportation R/W Plans dated January 24, 2005 and State of Nevada Department of Transportation R/W Plans dated November 8, 2005 each by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of these easements, GRANTEE agrees to the following specific conditions:

Page 2 of 11

Easement - CARSON CITY ENGINEERING DIVISION- 4 Easements

PRIS- 1

- PURPOSE: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s), understand and agree that these non-exclusive utility construction easements are for water and sewer lines only.
- 2. TERM OF TEMPORARY EASEMENTS: GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree the temporary construction easements shall expire one (1) year following the Carson City Board of Supervisors' acceptance for final payment of the Carson City Freeway Phase 2A Sewer Relocation and Reclaimed Water Installation Construction Contract or January 1, 2009, whichever comes first.
- 3. JURISDICTION OF STATE: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that these easements for water and sewer lines extend only to those certain real properties described in EXHIBIT B, and shall not be construed to authorize access across other private lands, and GRANTEE understands that if it wishes to utilize other portions of said property not granted to it through these easements, a permit or easement to do so shall be required.
- 4. CONSIDERATION: In consideration of these non-exclusive easements for the above described water and sewer lines within the state land, GRANTEE its successors and assigns, hereby agree to pay a one time fee for each temporary easement as follows: fee for Temporary Easement #1 in the amount of NINE HUNDRED SEVENTY DOLLARS (\$970.00), a fee for Temporary Easement #2 in the amount of SIX HUNDRED FIFTY DOLLARS (\$650.00), a fee for

DIVISION OF STATE LANDS 901 S. STEWART ST., STE. 5003 CARSON CITY, NV 89701

The GRANTOR further relinquishes the right to reevaluate, reassess and adjust the easement fees for the water and sewer lines easements every five (5) years as this is a Nevada Department of Transportation (NDOT) project and is partially being paid for by NDOT.

- 5. PERMITS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree 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.
- INDEMNIFICATION: GRANTEES its successors and assigns, and/or agent(s)
 or contractor(s) as Indemnitors, to the fullest extent of NRS chapter 41 liability
 limitations, agree 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 and maintenance of the water and sewer lines. This indemnification does not exclude the 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. INSPECTION AND MONITORING: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to allow GRANTOR the opportunity to inspect the temporary construction easements at any time during construction or after installation. GRANTEE agrees to allow interested agencies the opportunity to inspect the water and sewer lines' construction site.

GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to contact NDOT Environmental Division, Cultural Resources Section at 775-888-7666 and the Federal Highway Administration at 775-687-1204 at least FIVE (5) days prior to construction to allow cultural resource monitoring during construction.

GRANTEE, its successors and assigns, will be responsible to provide the Warden of the Nevada State Prison THIRTY (30) DAYS NOTICE when

Page 5 of 11
Easement – CARSON CITY ENGINEERING DIVISION- 4 Easements
PRIS- 1

*

scheduled maintenance or construction activities are to occur. Said notices and updates shall be provided to the following parties, their successors and assigns:

Warden Nevada State Prison 3301 East Fifth Street P.O. Box 607 Carson City, NV 89701 Phone: (775) 887-3471

Warden
Warm Springs Correctional Center
3301 East Fifth Street
P.O. Box 607
Carson City, NV 89702
Phone: (775) 684-3000

Construction of the utility lines shall not commence until a temporary parking lot has been placed on the south eastern side of the prison per the Cooperative Agreement and Real Property Purchase Agreement Offer agreed to by the Nevada Department of Transportation, the Division of State Lands, and the Department of Corrections.

- 8. MAINTENANCE: GRANTEE its successors and assigns, will be responsible for all maintenance of the water and sewer lines and understand and agree that the said water and sewer lines must be maintained in good repair at all times.
- 9. FURTHER AUTHORIZATIONS: Upon termination of authorization for the four (4) temporary the easements as described in Exhibit B, additional authorization from the Division of State Lands is required prior to commencement of any future work or activities within the temporary easements.

Page 6 of 11
Easement – CARSON CITY ENGINEERING DIVISION- 4 Easements
PRIS- 1

- 10. **DAMAGE TO STATE LAND**: GRANTEE, its successors and assigns, its agent(s), and/or contractor(s) understand and agree 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 the construction, location, and installation of the water and sewer lines, and further agrees to return the land its pre-project condition upon installation, realignment, and completion of the water and sewer lines.
- 11. **TERM AND DISCONTINUATION**: The easements granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any time the GRANTEE should discontinue use or maintenance for a period of ONE (1) year, GRANTOR may terminate the easements, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.
- 12. **ENVIRONMENTAL CONDITIONS**: GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.
- 13. PREHISTORIC DISCOVERIES AND MONITORING: If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office and NDOT Environmental Division are notified.

14. PLANS AND PHOTOGRAPHS: GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that the projects and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified of any material alterations to the approved plans prior to commencement of such alterations. The Division of State Lands reserves the right to prohibit any and all alterations.

15. ACCESS TO ENTRANCE AND PARKING LOT: GRANTEE, its successors and assign, its agent(s) and/or contractor(s) understand and agree not to inhibit access to the prison entrance at all times and to leave no less than 60% (sixty percent) of the parking lot available for prison use at all times.

16. PLANS AND PHOTOGRAPHS: GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree to provide the GRANTOR with a set of before and after construction photographs of the easement areas to be taken from established points. GRANTEE agrees to provide a set of record drawings which reflect the project as it was built within six months of completion of realignment, construction and installation of the water and sewer lines through state lands.

All covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns as the case may be of the

respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

This easement does not become effective until a set of finalized construction plans are provided to and approved by the Division of State Lands and a fully executed and recorded copy is returned to the Division of State Lands.

IN WITNESS WHEREOF, the parties hereto have subscribed this nonexclusive easement on the day and year first above written.

GRANTOR: STATE OF NEVADA Division of State Lands

PAMELA B. WILCOX

Administrator and Ex-Officio State Land Registrar

STATE OF NEVADA

CITY OF CARSON CITY

MEGHAN O'NEAL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-84807-2 - Expires October 23, 2007

NOTARY PUBLIC

Page 9 of 11

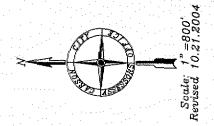
Easement - CARSON CITY ENGINEERING DIVISION- 4 Easements

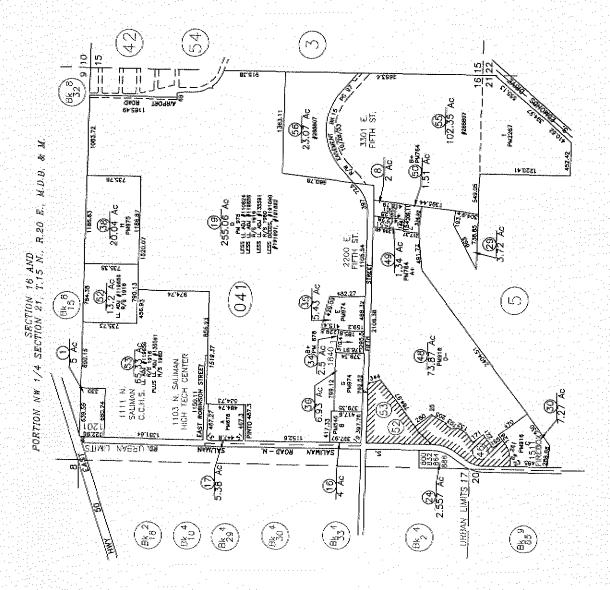
PRIS- 1

APPROVED as to Form:	
BRIAN SANDOVAL	진 보기 본 노래는 모양을 하기 때문을 하였다.
Attorney General	
By: Jeour A Laylor	
OF OBOT THE PERSON	
GEORGE TAYLOR	
Deputy Attorney General	
Date 7/21/06	
Date // / DE	
	아는 이는 일반이는 때문에 하는 다른 사는 사람들이
Managing Agency	이 그는 생일을 들는 이미를 보면하는 것, 사람들이다
Department of Corrections	
By: Kuha Marat	2001/11-11
WILL TARE DONATE THE	By Stronghal
WILLIAM DONAT, Warden	STEFANIE HUMPHREY, Warden
Nevada State Prison	Warm Springs Correctional Cente
	opinigo od rodional ocine
GRANTEE:	
CARSON CITY, A CONSOLIDATED MUN	NICIPALITY
REVIEWED AND RECOMMENDED BY:	
6. () () ()	
By	
LAWRENCE WERNER, P.E., P.L.S.	
City Engineer	
APPROVED FOR LEGALITY AND FORM:	
By:	
Carson City District Attorney	
to the contract of the contrac	

Dy.	<u>ni seo makan Makan sabasa mendili diberah Makebula seberah</u>
MARV	TEIXEIRA, Mayor
Attest:	
By:	31 OVER Clerk Pecondor

EXHIBIT A





CASSON CITY, NEVADA THIS MAP IS PREPARED FOR THE USE OF THE CASSON CITY ASSESSOR FOR ASSESSHENT AND ILLUSTRATIVE PURPOSES GRAT, IT DIES NOT REPRESENT A SURVEY OR ADDINANCY OF INE DATA DELIMEATED HEREON, THE DATA DELIMEATED HEREON,

NGTE SONE PARCELS DELINEATED HEREON HAY NGT BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION THE TO DISCREPANCIES BETWEEN LOT LINES,

EXHIBIT B

WRITTEN: BJA 011553TE.doc

BJA TECH V:

DOCUMENT:

CHECKED:

SUPERVISOR:

\Projects\395cc71366\ 11/02/05 RDL

CALCS: TITLE: MAP: 10k:

Ptns. of APN 010-041-55

AFTER RECORDING RETURN TO: NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION 1263 S. STEWART ST. CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY: HEIDI A. MIRELES NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION 1263 S. STEWART ST. CARSON CITY, NV 89712

Project: MG-395-1(006)

E.A. 71366

Parcels: U-050-CC-011.553TE1

U-050-CC-011.553TE2 U-050-CC-011.553TE3 U-050-CC-011.553TE4

UTILITY CONSTRUCTION AND DETOUR TEMPORARY EASEMENT

STATE OF NEVADA, acting by and through the STATE LAND REGISTRAR

... situate, lying and being in Carson City, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 16, T. 15 N., R. 20 E., M.D.M., and the individual parcels being more fully described as follows, to wit:

U-050-CC-011.553TE1

BEGINNING at a point on the former right or southerly right-of-way line of SR-513 (Fifth Street), 362.77 feet right of and at right angles to the centerline of said SR-513 at Highway Engineer's Station "OF1" 26+74.33 P.O.T.; said point of beginning further described as bearing S. 51°45'30" W. a distance of 1,990.66 feet from the east quarter corner of said Section 16, said corner being a 2.5" BRASS DISC, STAMPED NSP 16+15 1/4 RE 314, SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE, shown on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA, filed for record on June 29, 1983, in Book 4, at Page 975 of the Official Records of Carson City, Nevada, File No. 19422; thence along the following three (3) courses and distances:

- 1) S. 48°15'55" W. 31.18 feet;
- 2) S. 7°29'43" W. 886.12 feet;
- 3) S. 61°49'52" W. 159.30 feet to a point on the right or easterly right-of-way line of US-395 Freeway; thence N. 7°07'35" E., along said right or easterly right-of-way line, a distance of 24.50 feet to a point on the northwesterly boundary

line of Parcel 1, described in that certain EASEMENT DEED, filed for record on September 20, 1983, as File No. 21449, in Book 349, at Page 328, in the Office of the Carson City Recorder; thence along said northwesterly boundary line the following three (3) courses and distances:

- 1) N. 61°49'52" E. 134.88 feet;
- 2) N. 7°29'43" E. 883.29 feet;
- 3) N. 48°15'55" E. 18.95 feet to a point on said former right or southerly right-of-way line of SR-513; thence from a tangent which bears S. 86°24'53" E., curving to the right along said former right or southerly right-of-way line, with a radius of 4,960.00 feet, through an angle of 0°19'26", an arc distance of 28.04 feet to the point of beginning; said parcel contains an area of 21,135 square feet (0.49 of an acre).

<u>U-050-CC-011.553TE2</u>

BEGINNING at a point on the right or southerly right-of-way line of SR-513 (Fifth Street), 40.00 feet right of and at right angles to Highway Engineer's Station "OF1" 43+95.54 P.O.T.; said point of beginning further described as bearing S. 6°51'29" W. a distance

of 1,051.09 feet from the east quarter corner of said Section 16, said corner being a 2.5" BRASS DISC, STAMPED NSP 16+15 1/4 RE 314, SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE, shown on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA, filed for record on June 29, 1983, in Book 4, at Page 975 of the Official Records of Carson City, Nevada, File No. 19422; thence along the following four (4) courses and distances:

- 1) S. 89°36'53" W. 480.52 feet;
- 2) S. 71°49'32" W. 170.30 feet;
- 3) S. 84°36'16" W. 727.28 feet:
- former right or southerly right-of-way line of SR-513; thence N. 7°10'05" E., along said former right or southerly right-of-way line, a distance of 29.19 feet to a point on the southerly boundary line of Parcel 1 described in that certain EASEMENT DEED, filed for record on September 20, 1983, as File No. 21449, in Book 349, at Page 328, in the Office of the Carson City Recorder; thence N. 84°36'16" E., along said southerly boundary line, a distance of 744.94 feet; thence N. 71°49'32" E.,

along said southerly boundary line, a distance of 170.75 feet; thence N. 89°36'53" E. a distance of 471.30 feet to said right or southerly right-of-way line of SR-513; thence S. 47°31'50" E., along said right or southerly right-of-way line, a distance of 14.70 feet to the point of beginning; said parcel contains an area of 14,130 square feet (0.32 of an acre).

<u>U-050-CC-011.553</u>TE3

BEGINNING at a point on the northerly boundary line of that certain EASEMENT DEED, filed for record on September 20, 1983, as File No. 21449, in Book 349, at Page 328, in the office of the Carson City Recorder and the right or southerly former right-of-way line of SR-513 (Fifth Street), 271.05 feet right of and at right angles to Highway Engineer's Station "OF1" 27+61.22 P.O.T.; said point of beginning further described as bearing

S. 53°22'59" W. a distance of 1,876.81 feet from the east quarter corner of said Section 16; said corner being a 2.5" BRASS DISC, STAMPED NSP 16+15 1/4 RE 314, SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE, shown and delineated as a BRASS CAP RE 314 on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA, filed for record on June 29, 1983, in Book 4, at Page 975 of the Official Records of Carson City, Nevada, File No. 19422; thence N.

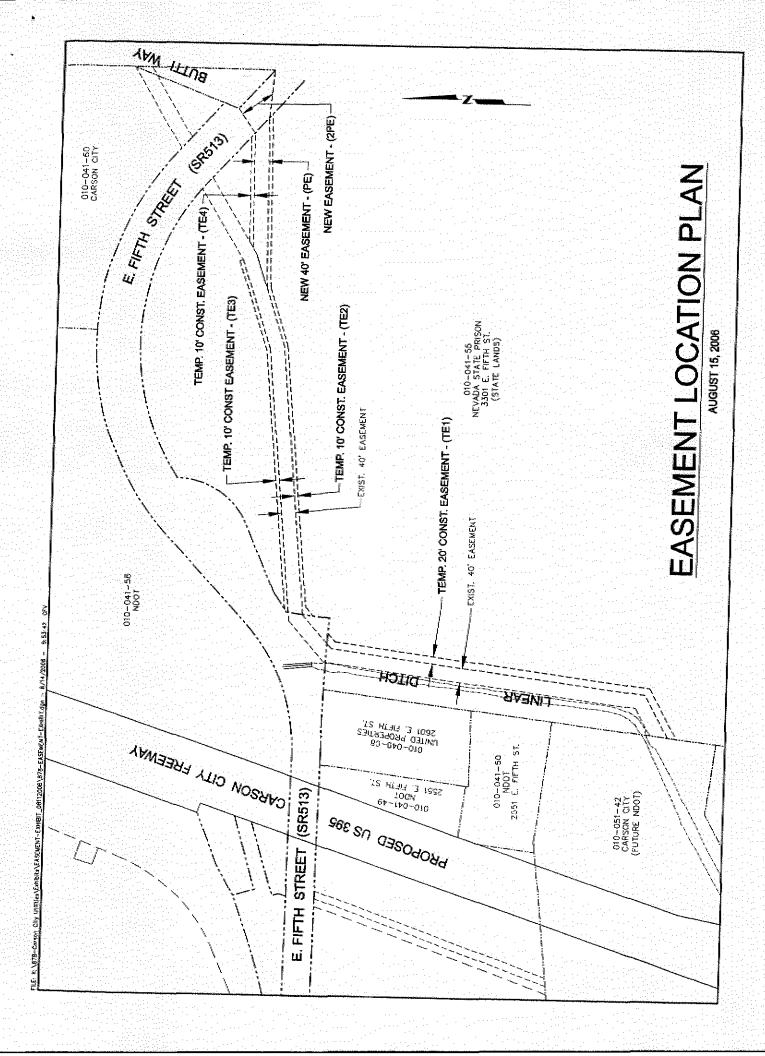
BEGINNING at a point on the right or southerly right-of-way line of SR-513 (Fifth Street), 40.00 feet right of and at right angles to Highway Engineer's Station "OF1" 43+22.03 P.O.T.; said point of beginning further described as bearing S. 10°15'01" W. a distance of 1,010.05 feet from the east quarter corner of said Section 16; said corner being a 2.5" BRASS DISC, STAMPED NSP 16+15 1/4 RE 314, SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE; shown on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA. filed for record on June 29, 1983, in Book 4, at Page 975 of the Official Records of Carson City, Nevada, File No. 19422; thence S. 89°36'53" W. a distance of 317.72 feet to a point on the southerly boundary of Parcel 1, described in that certain EASEMENT DEED, filed for record on September 20, 1983, as File No. 21449, in Book 349, at Page 328, in the Office of the Carson City Recorder; thence N. 58°02'00" E. along said southerly boundary line, a distance of 19.09 feet; thence N. 89°36'53" E. a. distance of 290.68 feet to a point on said right or southerly right-of-way line of SR-513; thence S. 47°31'50" E., along said right or southerly right-of-way line, a distance of 14.70 feet to the point of beginning; said parcel contains an area of 3,041 square feet (0.07 of an acre).

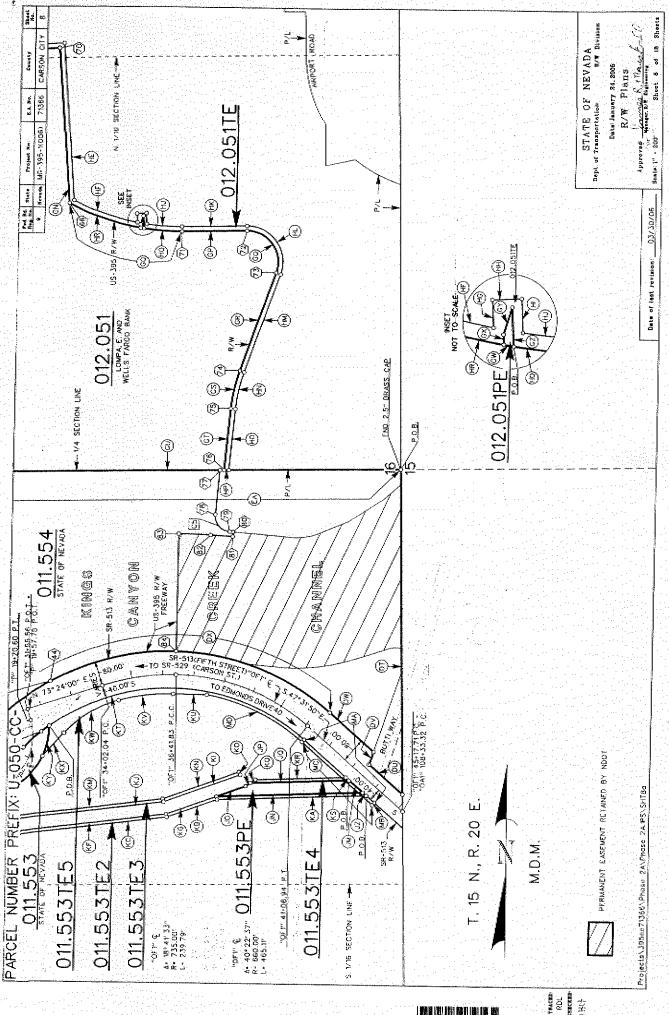
7°10'05" E., along said former right or southerly right-of-way line, a distance of 6.85 feet; thence from a tangent which bears

N. 58°44'20" E., curving to the left along said former southerly right-of-way line with a radius of 740.00 feet, through an angle of 0°34'58", an arc distance of 7.53 feet; thence along the following three (3) courses and distances;

- 1) N. 84°36'16" E. 722.18 feet;
- 2) N. 71°49'32" E. 258.77 feet;
- S. 25°04'14" E. 10.07 feet to a point on said northerly boundary line of that certain EASEMENT DEED;

thence S. 71°49'32" W., along said northerly boundary line, a distance of 261.10 feet; thence S. 84°36'16" W., along said northerly boundary line, a distance of 731.55 feet to the point of beginning; said parcel contains an area of 9,885 square feet (0.23 of an acre).





TRACED RDL GRECKED

