

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: July 22, 2011

Agenda Date Requested: August 4, 2011

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: For possible action: Action to approve an agreement for the City to purchase a permanent storm drain easement from property owner Yvonne Weaver, to allow construction of public storm drain system and associated improvements across 4696 West Sutro Terrace, APN 008-035-02, associated with the Paul Way & South Sutro Terrace Storm Drain System Improvements. (Fellows)

Staff Summary: The City intends to construct a public storm drain main through the subject property in order to convey storm water flows from the watershed known as "E" Tributary. There is not currently a cost effective route within the public rights-of-way nor sufficient available easements to route a new drainage system to the existing freeway system. The proposed alignment provides both above and below ground conveyance for the watershed; and sets up future system expansion. The system expansion were planned as a part of the construction of Shenandoah Basin (Northwest Drainage Project) back in 1999. Public Works plans to construct the new system as soon as possible.

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 an agreement for the City to purchase a permanent storm drain easement from property owner Yvonne Weaver, to allow construction of public storm drain system and associated improvements across 4696 West Sutro Terrace, APN 008-035-02, associated with the Paul Way & South Sutro Terrace Storm Drain System Improvements.

Explanation for Recommended Board Action: See staff summary above.

Applicable Statute, Code, Policy, Rule or Regulation: N/A.

Fiscal Impact: \$3,000.

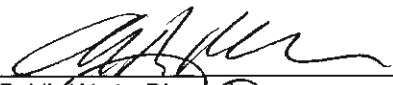
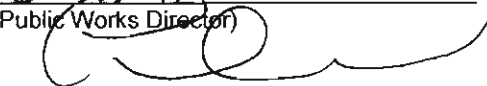
Explanation of Impact: N/A

Funding Source: Storm Drain Utility fund.

Alternatives: None.

Supporting Material: Agreement; Exhibit A Storm Drain Easement; Exhibit B - Easement Deed. Exhibit A1 to Exhibit B legal description; and Exhibit B1 to Exhibit B map. Project layout and watershed Map.

Prepared By: Robert D. Fellows, Chief Stormwater Engineer

Reviewed By: 
 (Public Works Director)

 (City Manager)

 (District Attorney)

 (Finance)

Date: 7/26/11
 Date: 7/26/11
 Date: 7/26/11
 Date: 7/26/11

Board Action Taken:

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

 (Vote Recorded By)

APN 008-035-02 (Portion)

AFTER RECORDING RETURN TO:
JEFF SHARP
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498
APN 008-035-02 (Portion)

AGREEMENT

THIS AGREEMENT, made this 15th day of July, 2011, by and between Yvonne Weaver, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

1. The OWNER, for and in consideration of and subject to performance of the promises and covenants of the CITY, as hereinafter provided, agrees as follows:

(a) To convey to CITY a utility easement upon, over, and across an area consisting of approximately 3,641 sq. ft. of land, being a portion of APN 008-035-02, for the purpose of installing a storm drain system and the associated improvements upon, over, and across the property (being a portion of APN 008-035-02); said easement situate, lying, and being in Carson City, State of Nevada, and more particularly described as parcel "A" in Exhibit "A" attached hereto and made a part hereof.

(b) To deliver to the CITY a Deed for the property described in Exhibit "A", and an Easement Deed for the property described in Exhibit "B".

(c) To be responsible for the OWNER's property (a portion of APN 008-035-02), including the maintenance of risk and liability insurance for loss or damage until such date as OWNER has delivered the before mentioned Deed to the CITY, or such earlier date as OWNER has given physical possession of said subject property to the CITY.

(d) To permit the CITY, its authorized agents and contractors to enter in and upon OWNER's Exhibit "A" property (being a portion of APN 008-035-02), which is herein agreed to be conveyed, for the purposes of inspection, land survey, environmental analysis, and engineering upon execution of this Agreement, all at the City's sole expense and risk, and so long as such inspection, survey, environmental analysis, and engineering work is done without damage or destruction to the OWNER's lands and without any interruption in the OWNER's programs or services being conducted on the OWNER's lands. Each entry shall be coordinated through OWNER's Director of Operations, and conducted only by licensed or qualified personnel.

(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 the negligent or willful acts or omissions of OWNER, its officers, employees, and agents arising out of their performance or nonperformance of this 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 attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

2. The CITY, in consideration of and subject to performance 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 \$3,000.00 in payment for the rights herein granted by OWNER.

(e) 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 the negligent or willful acts or omissions of CITY, its officers, employees, and agents arising out of performance or nonperformance of this 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 attorney's 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 by CITY pursuant to the terms of this Agreement referred to herein shall be designed and constructed by CITY at its expense and risk 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 breach and default of this Agreement. If OWNER or CITY fails, neglects, or refuses to cure the default within a reasonable time following a written 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 any other remedy now or hereafter provided by law. In the event the governmental approval

required for the performance of this Agreement are not obtained, despite the good faith efforts and recommendations of the parties, then the parties shall have the rights and remedies afforded them by law, in addition to any rights and remedies conferred under this Agreement.

(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, the Deed, referred to in this Agreement, hereinafter collectively called the TRANSACTION DOCUMENTS, shall be executed and delivered contemporaneously, and once executed, the TRANSACTION DOCUMENTS shall constitute the entire contract and agreement between the parties hereto, and no modification hereof shall be binding unless such modification is set forth in writing, and signed by the parties hereto.

(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) As set forth in the TRANSACTION DOCUMENTS, the CITY shall have the right to adapt and improve the whole or any part of said property acquired by CITY from OWNER 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.

(signatures appear on pages 4 and 5)

APN 008-035-02 (Portion)

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

By: Yvonne Weaver
Yvonne Weaver (Date)

STATE OF NEVADA)
CARSON CITY) SS.



This instrument was acknowledged before me on July 15, 2011, by Yvonne Weaver

Karen White
NOTARY PUBLIC

APN 008-035-02 (Portion)

CITY:

REVIEWED AND RECOMMENDED BY:

JEFF SHARP
CITY ENGINEER

Date

APPROVED FOR LEGALITY AND FORM:



Randy Allen
Carson City District Attorney

7/26/11

Date

ROBERT L. CROWELL, MAYOR

Date

ATTEST:

ALAN GLOVER, Clerk-Recorder

Date

Exhibit "A"

Parcel A
Legal Description to Support a Dedication of
A Storm Drain Easement on
APN 008-035-02

A storm drain easement located within the Southwest ¼ of the Southwest ¼ of Section 32, Township 16 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the southwest corner of APN 008-035-02, being the TRUE POINT OF BEGINNING:

thence North 89°59' 42" East, a distance of 180.05 feet, being the south property line of APN 008-035-02, to a point on the Right of Way of West Sutro Terrace;

thence along a non-tangent curve to the Right having a radius of 35.36 feet and a central angle of 34°26' 41", for an arc length of 21.26 feet, said curve having a chord bearing of North 17°13' 02" East, along the Right of Way of West Sutro Terrace;

thence South 89°59' 42" West, a distance of 186.29 feet;

thence South 00°08' 06" East, a distance of 20.00 feet, along the east property line of APN 008-035-02, to the TRUE POINT OF BEGINNING;

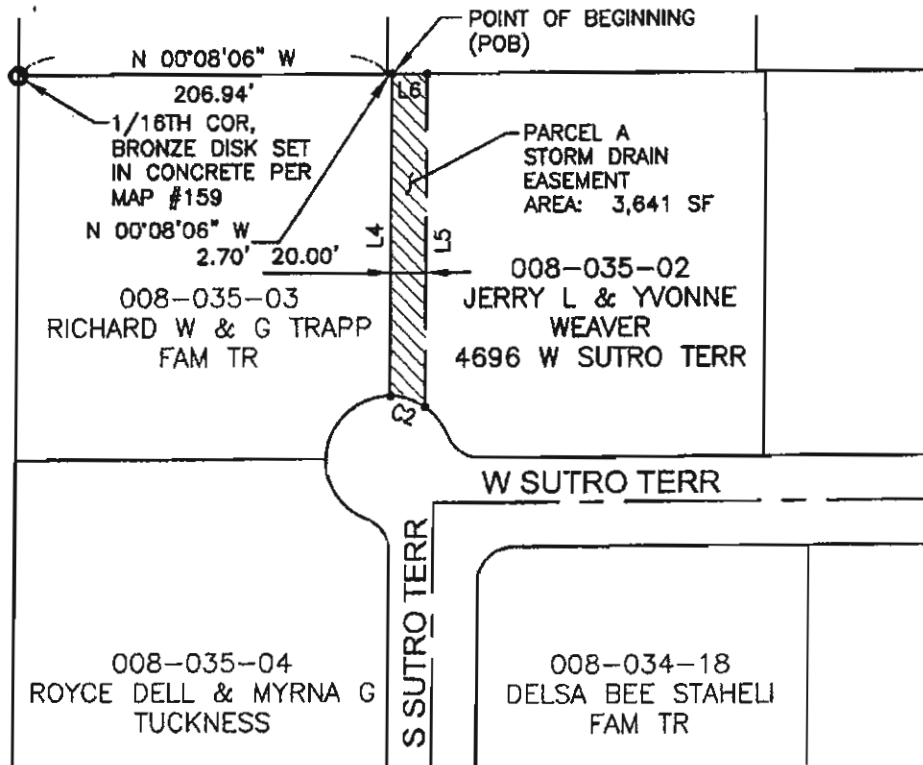
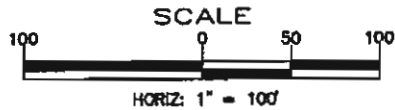
Said easement contains 3,641 square feet, more or less along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83-94 Nevada State Plane Coordinate System, West Zone.

Prepared by:
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
April 18, 2011

APN 008-035-02

APRIL 21, 2011



LINE AND CURVE TABLE

Line & Curve #	Length	Bearing/Delta	Radius
C2	21.26'	34°26'41"	35.36'
L4	180.05'	N89° 59' 42"E	
L5	186.29'	S89° 59' 42"W	
L6	20.00'	S00° 08' 06"E	

NOTE: PARCEL A STORM DRAIN EASEMENT LIES WITHIN SECTION 32 OF T16N, R20E, M.D.M. THE BASIS OF BEARING IS THE NEVADA COORDINATE SYSTEM, WEST ZONE.

REFERENCE MAPS: COMSTOCK HILLS SUBDIVISION, PLAT MAP #159, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

CARSON CITY
PUBLIC WORKS DEPARTMENT

3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2164

STORM DRAIN EASEMENT
PARCEL A: APN 008-035-02
4696 WEST SUTRO TERRACE
CARSON CITY, NV 89706

EXHIBIT
SHT
"A"

H:\PROJECTS\sd-garnet-monzanita\dwg\SD EASEMENT EXHIBIT.dwg

APN 008-035-02

AFTER RECORDING RETURN TO:
JEFF SHARP
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

EASEMENT DEED

THIS DEED, made this 15th day of July, 20 , between Yvonne Weaver, hereinafter called GRANTOR, and the 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 permanent easement for public purposes upon, over and across certain real property to the CITY; said easement is shown and more fully described in Exhibits "A1" and "B1", 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.

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

APN 008-035-02

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

NOTARY PUBLIC

GRANTOR

Yvonne Weaver
Yvonne Weaver

STATE OF)
COUNTY OF) SS.



This instrument was acknowledged before me on July 15, 2011,

Karen White
NOTARY PUBLIC

APN 008-035-02

CITY:

REVIEWED AND RECOMMENDED BY:

Jeff Sharp, P.E.
City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

ROBERT L. CROWELL, MAYOR

Date

ATTEST:

ALAN GLOVER, Clerk-Recorder

Date

Exhibit "A1"

Parcel A
Legal Description to Support a Dedication of
A Storm Drain Easement on
APN 008-035-02

A storm drain easement located within the Southwest ¼ of the Southwest ¼ of Section 32, Township 16 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the southwest corner of APN 008-035-02, being the TRUE POINT OF BEGINNING:

thence North 89°59' 42" East, a distance of 180.05 feet, being the south property line of APN 008-035-02, to a point on the Right of Way of West Sutro Terrace;

thence along a non-tangent curve to the Right having a radius of 35.36 feet and a central angle of 34°26' 41", for an arc length of 21.26 feet, said curve having a chord bearing of North 17°13' 02" East, along the Right of Way of West Sutro Terrace;

thence South 89°59' 42" West, a distance of 186.29 feet;

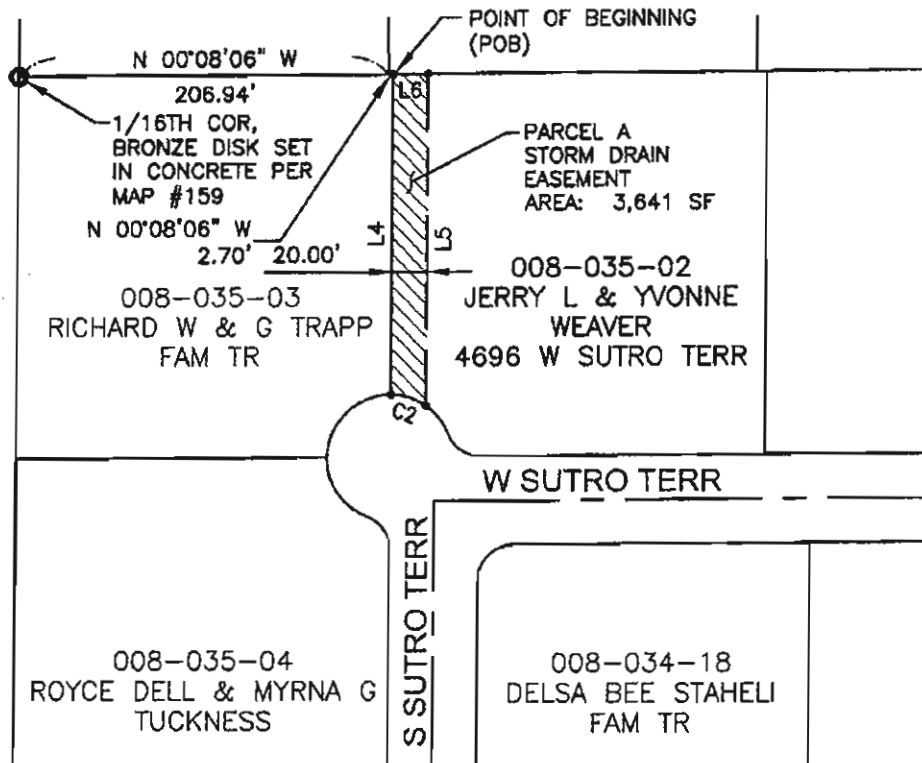
thence South 00°08' 06" East, a distance of 20.00 feet, along the east property line of APN 008-035-02, to the TRUE POINT OF BEGINNING;

Said easement contains 3,641 square feet, more or less along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83-94 Nevada State Plane Coordinate System, West Zone.

Prepared by:
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
April 18, 2011

APN 008-035-02
APRIL 21, 2011



LINE AND CURVE TABLE

Line & Curve #	Length	Bearing/Delta	Radius
C2	21.26'	34°26'41"	35.36'
L4	180.05'	N89° 59' 42"E	
L5	186.29'	S89° 59' 42"W	
L6	20.00'	S00° 08' 06"E	

NOTE: PARCEL A STORM DRAIN EASEMENT LIES WITHIN SECTION 32 OF T16N, R20E, M.D.M. THE BASIS OF BEARING IS THE NEVADA COORDINATE SYSTEM, WEST ZONE.

REFERENCE MAPS: COMSTOCK HILLS SUBDIVISION, PLAT MAP #159, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

**CARSON CITY
PUBLIC WORKS DEPARTMENT**

3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2164

**STORM DRAIN EASEMENT
PARCEL A: APN 008-035-02
4696 WEST SUTRO TERRACE
CARSON CITY, NV 89706**

**EXHIBIT
SHT
"B1"**

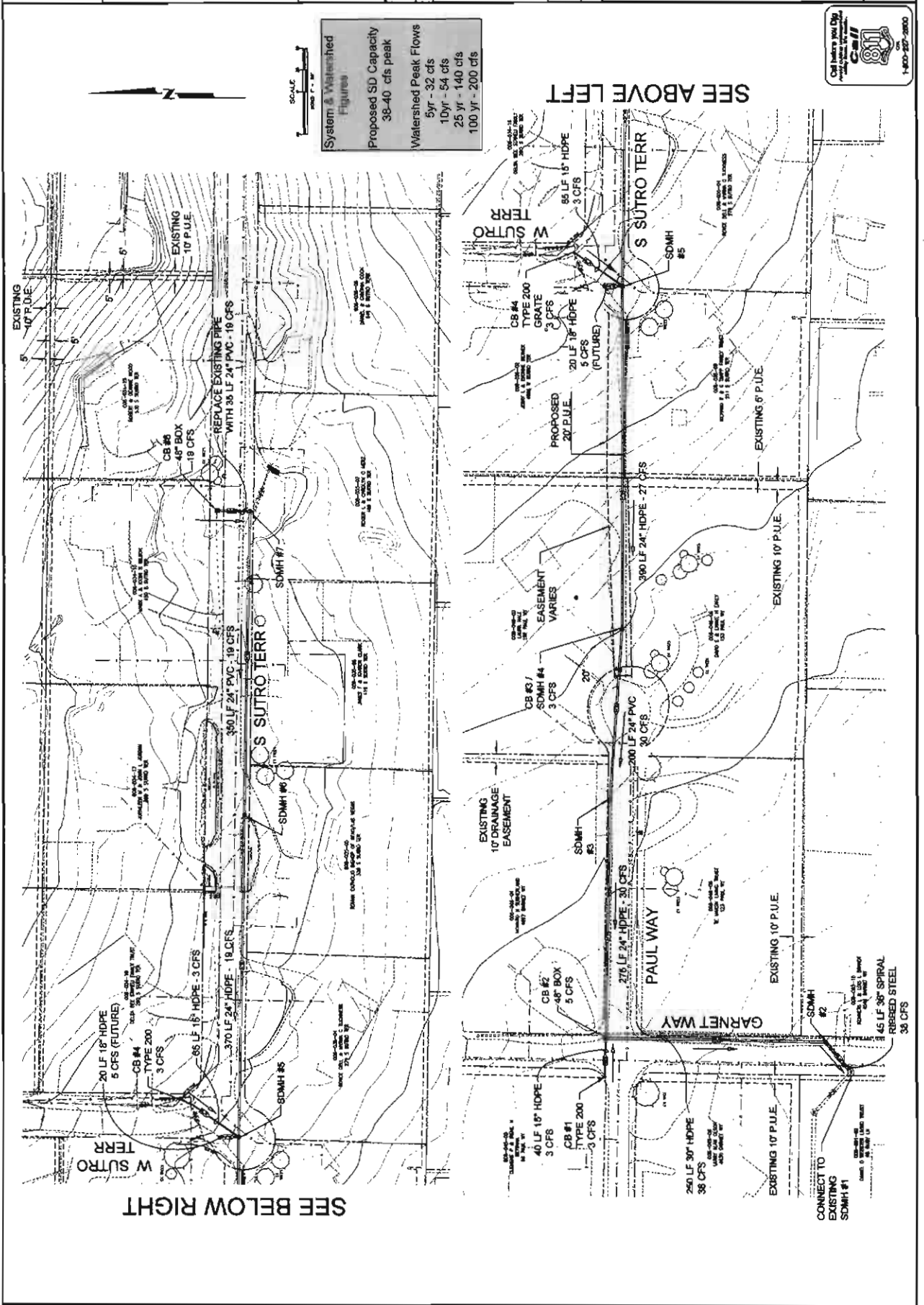
H:\PROJECTS\sd-garret-manzanita\dwg\SD EASEMENT EXHIBIT.dwg

CARSON CITY PUBLIC WORKS DEPARTMENT
STORM DRAIN REHABILITATION
PROJECT No. _____
PAUL WAY & S. SUTRO TERRACE
PROPOSED LAYOUT
STORM DRAIN SYSTEM

REV.	DATE	DESCRIPTION

CARSON CITY
2805 BUTTE WAY CARSON CITY, NEVADA 89701
PAK 887-2335
PUBLIC WORKS DEPARTMENT

DESIGNED BY: _____
CHECKED BY: _____
DATE: _____
PROJECT NO.: _____
SHEET NO.: _____
SHEET TOTAL: _____

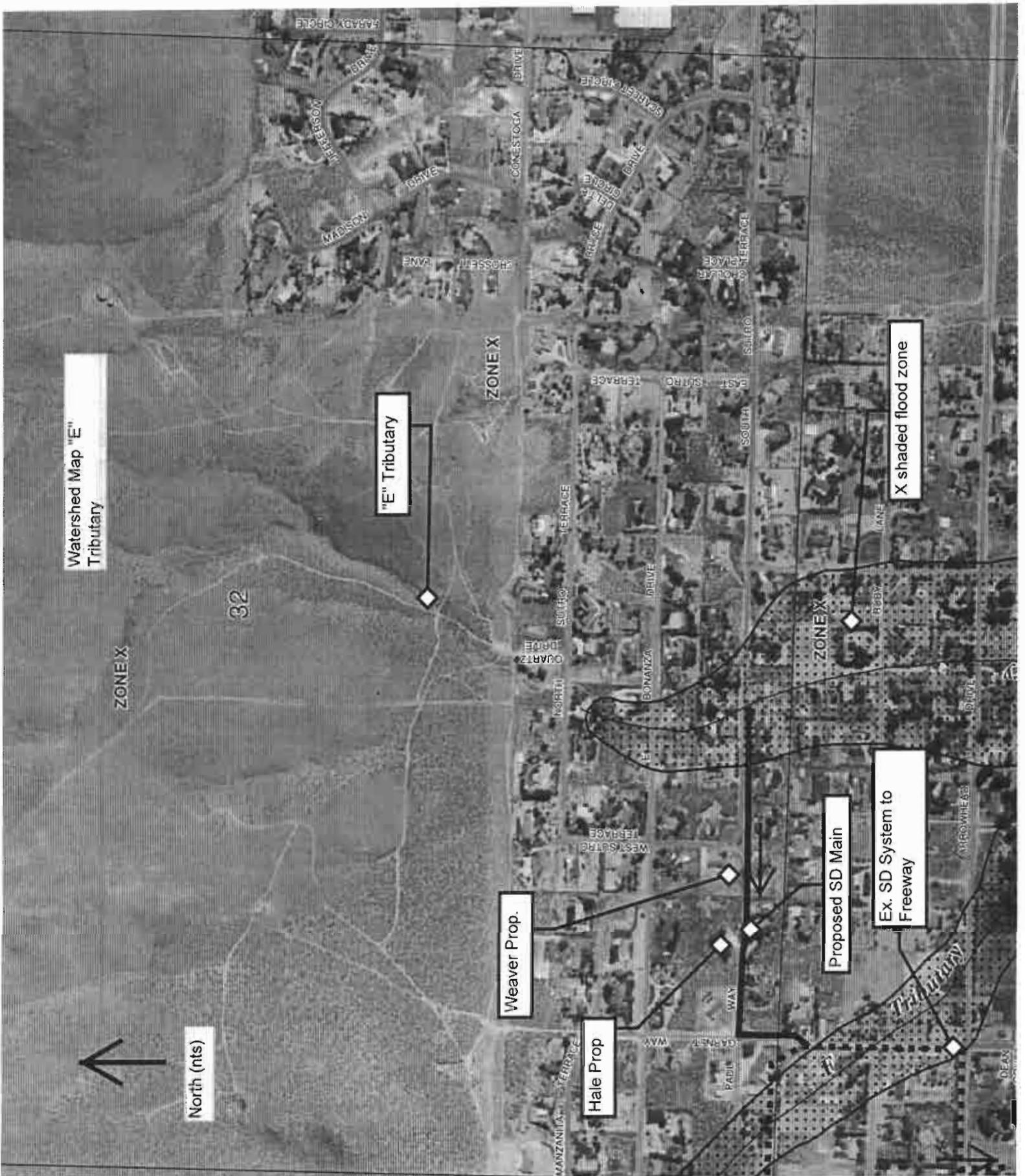


System & Watershed Figures
Proposed SD Capacity
38-40 cfs peak
Watershed Peak Flows
5yr - 32 cfs
10yr - 54 cfs
25 yr - 140 cfs
100 yr - 200 cfs

SEE ABOVE LEFT

SEE BELOW RIGHT

SEE ABOVE LEFT



Watershed Map "E"
Tributary

"E" Tributary

X shaded flood zone

Proposed SD Main

Ex. SD System to
Freeway

Weaver Prop.

Hale Prop



North (nts)

ZONE X

ZONE X

ZONE X

32

ZONE X

Tributary