

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: November 4, 2013

Agenda Date Requested: November 21, 2013

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Public Works

Subject Title: For Possible Action: To adopt Resolution No. _____ and approve an easement agreement between Carson City and the State of Nevada through the Division of State Lands for the purpose of providing necessary easements to allow construction of street and pedestrian improvements on Hells Bells Road. (Robert Fellows)

Staff Summary: Carson City and the State of Nevada through the Division of State Lands wish to enter into an easement agreement for street and pedestrian facilities. The State of Nevada through the Division of State Lands is willing to grant no cost easements to allow the construction of the Safe Route to School, Hells Bells Pedestrian Improvement 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 adopt Resolution No. _____ and approve easement agreements between Carson City and the State of Nevada through the Division of State Lands for the purpose of providing necessary easements to allow construction of the Safe Route to School, Hells Bells Pedestrian Improvement Project.

Explanation for Recommended Board Action: Carson City has secured Safe Route to School grant funds through the Nevada Department of Transportation to construct street and pedestrian improvements on Hells Bells Road. To allow the facilities to be constructed, easements are necessary from the State of Nevada through the Division of State Lands. The easements are at no cost to the city.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: N/A

Explanation of Impact: N/A

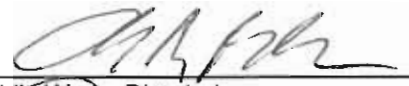
Funding Source: N/A

Alternatives: Do not adopt the resolution which would result in not constructing the project.

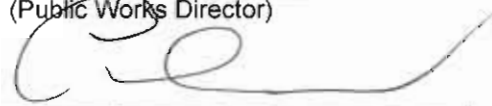
Supporting Material: Resolution and Agreements

Prepared By: Robert Fellows, Senior Project Manager

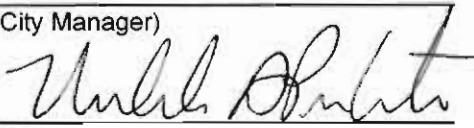
Reviewed By:


(Public Works Director)

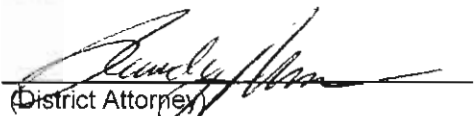
Date: 11-12-13


(City Manager)

Date: 11/12/12


(Finance Director)

Date: 11/12/13


(District Attorney)

Date: 11/12/13

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN EASEMENT AGREEMENT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA, AND THE STATE OF NEVADA, ACTING BY AND THROUGH THE DIVISION OF STATE LANDS, FOR THE PURPOSE OF PROVIDING A NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND PERMANENT PEDESTRIAN, VEHICLE AND STORMWATER EASEMENTS, AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, the Carson City desires to construct street and pedestrian improvements and requires such easements to complete the project known as Safe Route to School, Hells Bells Road Pedestrian Improvements; and

WHEREAS, the State of Nevada, through the Division of State Lands desires to grant a construction and permanent easement to Carson City for the project known as Safe Route to School, Hells Bells Road Pedestrian Improvements; and

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the Easement Agreement, for the purpose of providing necessary easements, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Easement Agreement, for the purpose of providing necessary easements, shall be attached in full thereto, and that a copy of this Resolution and four signed Agreements (two originals for each easement) shall be sent to the Division of State Lands for final execution and recording.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed
and adopted this 21st day of November, 2013 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Crowell, Mayor

ATTEST

Alan Glover, Clerk
Carson City, Nevada



PRIS 1/DMM/ 4585/13900

Carson City

APN: 010-032-07

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE EASEMENT
CARSON CITY PUBLIC WORKS DEPARTMENT'S
IMPROVEMENTS AT HELLS BELLS ROAD AND E. FIFTH ST.

This Non-Exclusive Easement is made and entered into this ____ day of _____, 2013 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the NEVADA DEPARTMENT OF CORRECTIONS, hereinafter referred to as GRANTOR, and CARSON CITY, a Consolidated Municipality, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Carson City Assessor's parcel number 010-032-07 which is managed by the Department of Corrections; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for the permanent installation and maintenance of the storm drain facilities and sidewalk improvements to more efficiently carry storm water and provide for pedestrian safety; and

WHEREAS, NRS 322.050 and 322.060 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;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as “the Project,” under, over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, across and/or through a portion of that certain property situate in Section 15, Township 15 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the East Fifth Street Permanent Easement Pedestrian Improvements dated April 2, 2013 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Easement for the **Project** extends only to the areas described in **EXHIBITS A and B** and shall not be construed to

authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** With the good and valuable consideration of the enhancement and protection to the State's property in which these improvements will provide, the Administrator of the Division of State Lands has determined to waive the fee for this Non-Exclusive Easement.

4. **PERMITS:** This Non-Exclusive 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.

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors 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 and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

6. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

7. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Deann McKay, State Land Agent II
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

8. **PLANS AND PHOTOGRAPHS:** The Project 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 if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Project to be taken from established points agreed to by GRANTOR. GRANTEE agrees to provide a set of record drawings which reflect the Project as it was built within six months of completion of construction and installation of the Project.

9. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

10. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

11. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Non-Exclusive Easement, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the

responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

12. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, 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 any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

13. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Easement and understands and agrees that the Project must be maintained in good repair at all times.

14. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

15. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

16. NOTICES: All notices under this Non-Exclusive Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:
Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

17. 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**.

18. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land 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. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

19. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which is was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

20. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and

shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

21. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

22. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

23. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

24. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

25. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

26. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

27. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the location of the Project or in Carson City, Nevada.

28. RECORDING: This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract 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 Non-Exclusive Easement may not be assigned.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:
STATE OF NEVADA
Division of State Lands

By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On _____, 2013, personally appeared before me, a notary public
JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State
Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

for By Marta Adams
KEVIN BENSON
Deputy Attorney General

APPROVED:
STATE OF NEVADA
Department of Corrections

By James Greg Cox
JAMES "GREG" COX
Director

GRANTEE:
CARSON CITY
A Consolidated Municipality

By ROBERT CROWELL
Mayor

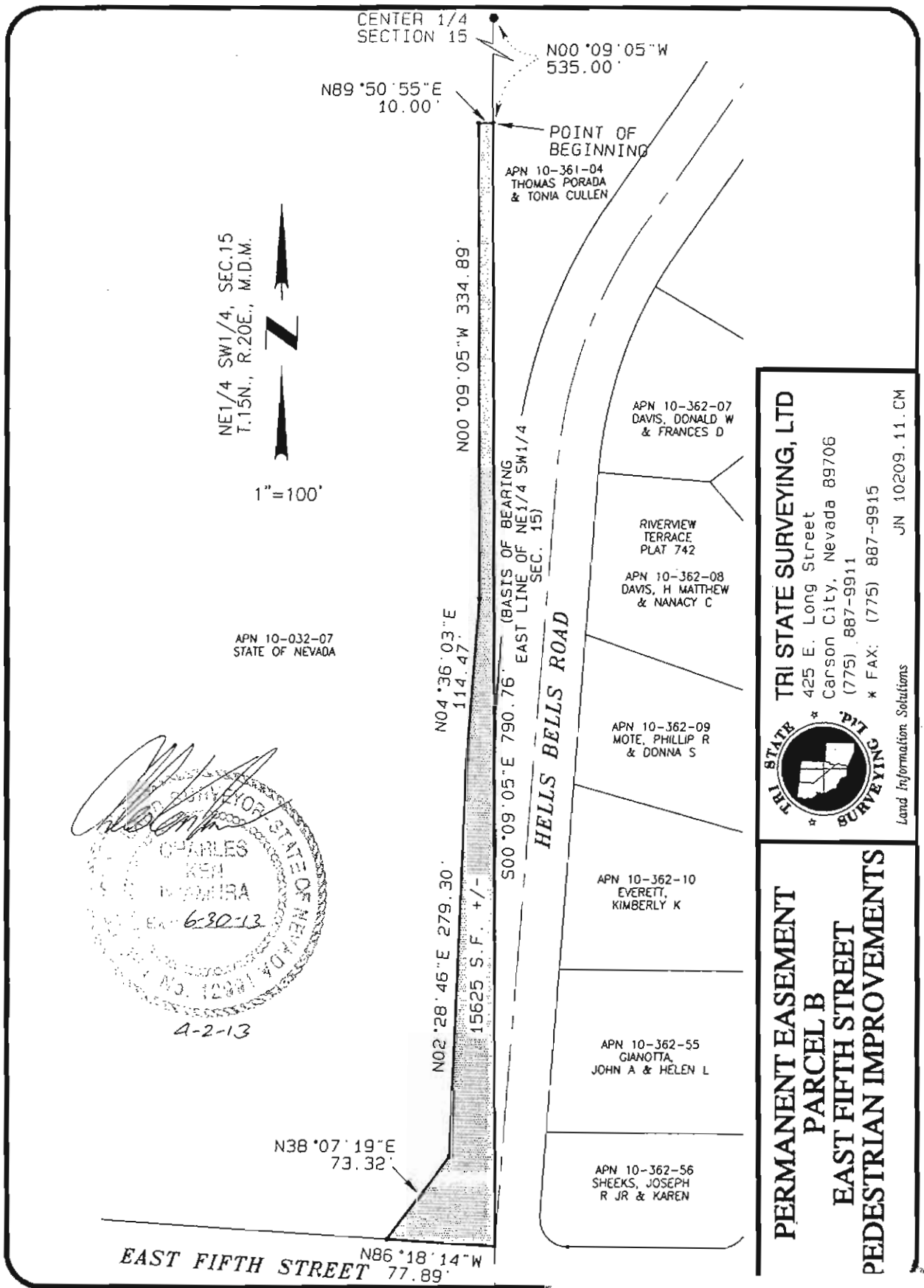
ATTEST:
CITY CLERK

By ALAN GLOVER

STATE OF NEVADA)
)
) ss.
COUNTY OF _____)

On, _____ 2013, personally appeared before me, a notary public, ROBERT CROWELL, as Mayor and ALAN GLOVER, as City Clerk, who acknowledged that they executed the above instrument for and on behalf of Carson City.

NOTARY PUBLIC





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 10209.11.CM

Parcel B
Legal Description to Support a Dedication of
A Permanent Easement to Construct Vehicular Access, Pedestrian and Drainage
Improvements on APN 010-032-07

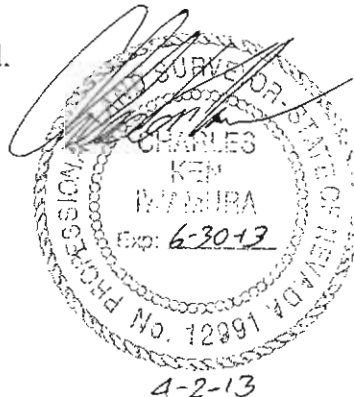
An permanent easement situate within the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada being more particularly described as:

BEGINNING at a point on the East line of the Southwest 1/4 of said Section 15 from which the Center Quarter Corner bears North 00°09'05" West, 535.00 feet;
THENCE from the POINT OF BEGINNING along said East line, South 00° 09' 05" East, 790.76 feet to a point on the North right of way line of East Fifth Street;
THENCE along said right of way line, North 86°18'14" West, 77.89 feet;
THENCE departing said right of way line, North 38°07'19" East, 73.32 feet;
THENCE North 02°28'46" East, 279.30 feet;
THENCE North 04°36'03" East, 114.47 feet;
THENCE North 00°09'05" West, 334.89 feet;
THENCE North 89°50'55" East, 10.00 feet to the POINT OF BEGINNING.

Contains 15,625 square feet, more or less.

Basis of Bearing: North 00°09'05" West, being the bearing of the East line of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M. as shown on The Official Plat Map of Riverview Terrace, recorded on May 10, 1979 in Book 3 of Maps, Page 742 in the Official Records of Carson City, Nevada as File Number 87816.

Prepared by Tri State Surveying, Ltd.



Charles Ken Iwamura, PLS
Nevada Certificate No. 12991

EXHIBIT B



PRIS 1/DMM/4584/13898
CARSON CITY
APN(s): 010-032-07

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

NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT
CARSON CITY PUBLIC WORKS DEPARTMENT
VEHICULAR ACCESS, PEDESTRIAN AND DRAINAGE IMPROVEMENTS

This Non-Exclusive Temporary Construction Easement made and entered into this _____ day of _____, 2013, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the State Land Registrar, for and on behalf of the DEPARTMENT OF CORRECTIONS hereinafter referred to as GRANTOR and the CARSON CITY, Consolidated Municipality, hereinafter referred to as GRANTEE.

WHEREAS, the GRANTOR is the owner of Carson City Assessor Parcel Number: 010-032-07 which is managed by the Department of Corrections; and

WHEREAS, GRANTEE, has made application to and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain a temporary construction easement for the purpose of vehicular access and to construct drainage and pedestrian improvements to upgrade storm drain facilities to more efficiently carry storm water and provide for pedestrian safety; and

WHEREAS, NRS 322.050 and 322.060 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.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Temporary Construction Easement for the purposes stated above, hereinafter referred to as “the Project,” under, over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, across and/or through a portion of that certain property situate in Section 15, Township 15 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Temporary Construction Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the East Fifth Street Pedestrian Improvements Exhibit dated April 2, 2013 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Temporary Construction Easement for the Project extends only to the areas described in **EXHIBITS A and B** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Temporary Construction Easement, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** With the good and valuable consideration of the enhancement and protection to the State's property in which these improvements will provide, the Administrator of the Division of State Lands has determined to waive the fee for this Non-Exclusive Temporary Construction Easement.

4. **PERMITS:** This Non-Exclusive Temporary Construction 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.

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors 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 and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

6. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

7. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Temporary Construction Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Temporary Construction Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

Deann McKay, State Land Agent II
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

8. PLANS AND PHOTOGRAPHS: The Project 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 if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Project to be taken from established points agreed to by GRANTOR.

9. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

10. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

11. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the area of the Non-Exclusive Temporary Construction Easement, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

12. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, 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 any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

13. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Temporary Construction Easement and understands and agrees that the Project must be maintained in good repair at all times.

14. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

15. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

16. **NOTICES:** All notices under this Non-Exclusive Temporary Construction Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

17. **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.**

18. **TERMINATION:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree this Non-Exclusive Temporary Construction Easement shall expire upon completion of construction or December 31, 2014, whichever comes first. Either party shall have the right to terminate this Non-Exclusive Temporary Construction Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Temporary Construction Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land 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. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

19. TERM AND DISCONTINUATION: This Non-Exclusive Temporary Construction Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Temporary Construction Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

20. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Temporary Construction Easement to become invalid and shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Temporary Construction Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Temporary Construction Easement to its contractors prior to entering and beginning any work on the property described herein.

21. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Temporary Construction Easement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

22. SURVIVAL: This Non-Exclusive Temporary Construction Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and

successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

23. ENTIRE AGREEMENT: This Non-Exclusive Temporary Construction Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Temporary Construction Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Temporary Construction Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

24. AMENDMENT OR MODIFICATION: This Non-Exclusive Temporary Construction Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

25. SEVERABILITY: If any term or provision of this Non-Exclusive Temporary Construction Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Temporary Construction Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Temporary Construction Easement shall be valid and shall be enforced to the fullest extent permitted by law.

26. GOVERNING LAW: This Non-Exclusive Temporary Construction Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

27. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Temporary Construction Easement must be brought either in the location of the Project or in Carson City, Nevada.

28. RECORDING: This Non-Exclusive Temporary Construction Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract 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 Non-Exclusive Temporary Construction Easement may not be assigned.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive
Temporary Construction Easement as of the day and year first above written.

GRANTOR:
STATE OF NEVADA
Division of State Lands

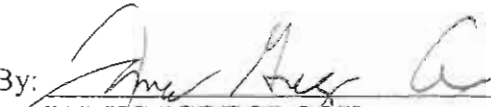
By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

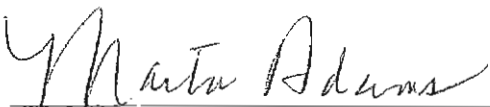
On _____, 2013, personally appeared before me, a notary public
JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of
State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

APPROVED:
STATE OF NEVADA
Department of Corrections

By: 
JAMES "GREG" COX
Director

APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

for By: 
KEVIN BENSON
Deputy Attorney General

GRANTEE:
CARSON CITY
A Consolidated Municipality

ROBERT CROWELL
Mayor

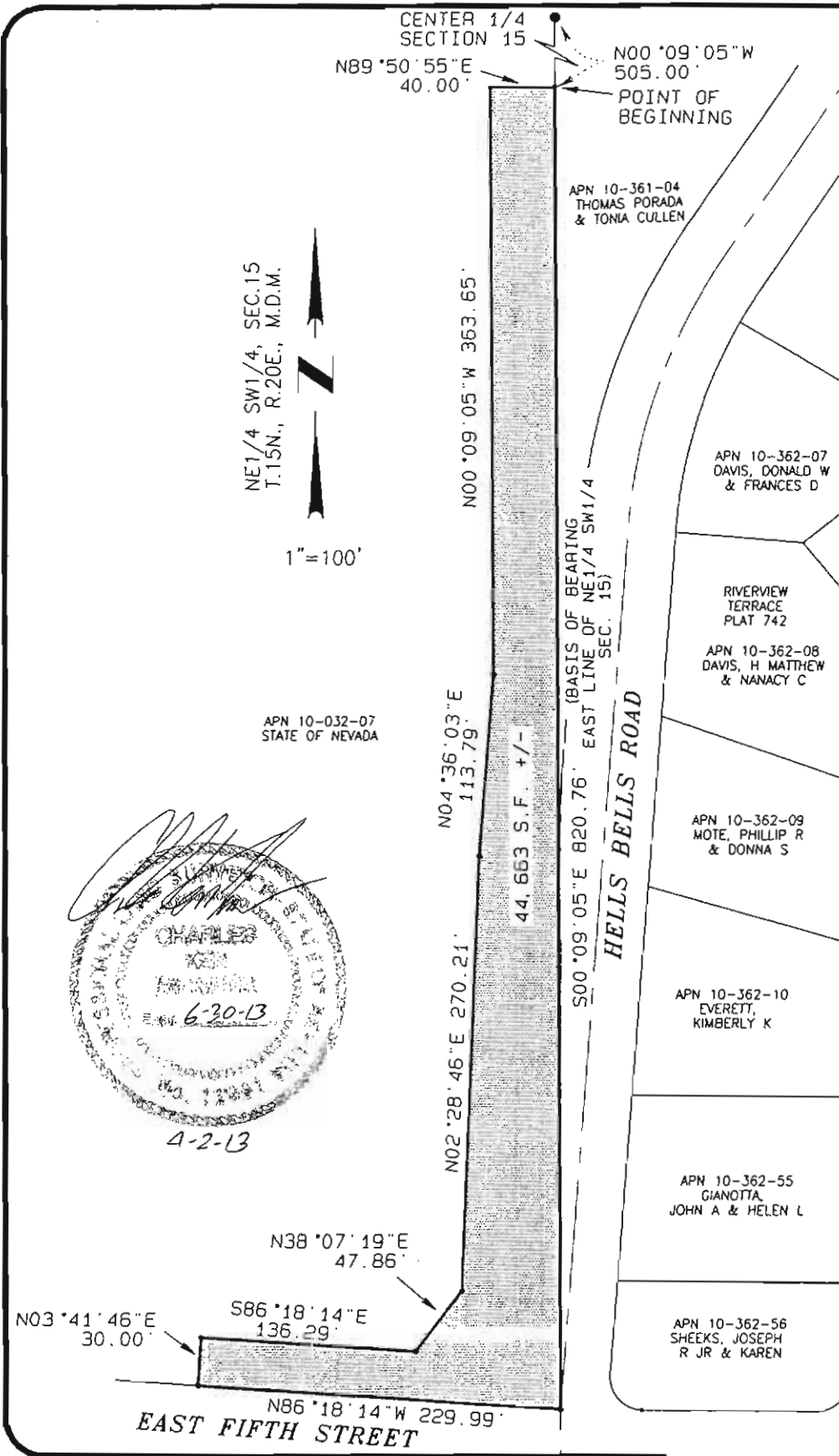
ATTEST:
City Clerk

ALAN GLOVER

STATE OF NEVADA)
)
) SS.
CARSON CITY)

On, _____, 2013, personally appeared before me, a notary public, ROBERT CROWELL, as Mayor, and ALAN GLOVER, as City Clerk, who acknowledged that they executed the above instrument for and on behalf of Carson City.

NOTARY PUBLIC



TRI STATE SURVEYING, LTD

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

JN 10209.11 CM

Land Information Solutions

**TEMPORARY CONSTRUCTION
EASEMENT- PARCEL A
EAST FIFTH STREET
PEDESTRIAN IMPROVEMENTS**

JN 10209.11 CM

Land Information Solutions



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 10209.11.CM

Parcel A
Legal Description to Support a Dedication of
A Temporary Construction Easement to Construct Vehicular Access, Pedestrian and
Drainage Improvements on APN 010-032-07

An temporary construction easement situate within the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada being more particularly described as:

BEGINNING at a point on the East line of the Southwest 1/4 of said Section 15 from which the Center Quarter Corner bears North 00°09'05" West, 505.00 feet;
THENCE from the POINT OF BEGINNING along said East line, South 00° 09' 05" East, 820.76 feet to a point on the North right of way line of East Fifth Street;
THENCE along said right of way line, North 86°18'14" West, 229.99 feet;
THENCE departing said right of way line, North 03°41'46" East, 30.00 feet;
THENCE South 86°18'14" East, 136.29 feet;
THENCE North 38°07'19" East, 47.86 feet;
THENCE North 02°28'46" East, 270.21 feet;
THENCE North 04°36'03" East, 113.79 feet;
THENCE North 00°09'05" West, 363.65 feet;
THENCE North 89°50'55" East, 40.00 feet to the POINT OF BEGINNING.

Contains 44,663 square feet, more or less.

Basis of Bearing: North 00°09'05" West, being the bearing of the East line of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M. as shown on The Official Plat Map of Riverview Terrace, recorded on May 10, 1979 in Book 3 of Maps, Page 742 in the Official Records of Carson City, Nevada as File Number 87816.

Prepared by Tri State Surveying, Ltd.

Charles Ken Iwamura, PLS
Nevada Certificate No. 12991

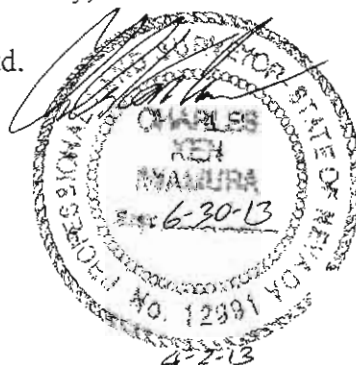


EXHIBIT B