

**City of Carson City  
Agenda Report**

**Date Submitted:** August 31, 2015

**Agenda Date Requested:** Sept. 17, 2015  
**Time Requested:** 5 minutes

**To:** Mayor and Supervisors

**From:** Public Works Department (Darren Schulz)

**Subject Title:** For Possible Action: Action to authorize the Mayor to sign a Conveyance Deed pertaining to APN 002-101-91, depicted as Parcel "B" on Parcel Map 2725-B. (Ruth Borrelli – rborrelli@carson.org)

**Staff Summary:** On June 18, 2009 the Board of Supervisors approved the purchase of an option for ten years to acquire property owned by the Boys and Girls Club of Western Nevada (the Club) located along Russell Drive for the purpose of constructing the Multi-Purpose Athletic Center (MAC). The final acquisition was completed through the payment of an additional fee of \$10.00. Carson City (the City) and the Club entered into a "Notice and Acceptance of Exercise of Option" (Exercise of Option) on August 11, 2014 attached hereto as Exhibit A for the City to purchase property owned by the Club located along Russell Drive, known as APN 002-101-91 and depicted as Parcel "B" on Parcel Map 2725-B attached hereto as Exhibit B. The Exercise of Option was premised upon the Club and the City entering into a "Joint Use Agreement". The City and the Club entered into the "Joint Use Agreement" on August 11, 2014 attached hereto as Exhibit C. Pursuant to the Exercise of Option, the Club has executed a Conveyance Deed to complete the transfer of the above-mentioned parcel. In order to finalize the acquisition, Public Works is recommending that the Mayor sign the Conveyance Deed.

**Type of Action Requested:** (check one)

(     ) Resolution                      (     ) Ordinance  
( X ) Formal Action/Motion        (     ) Other (No Action)

**Does This Action Require A Business Impact Statement:** (     ) Yes ( X ) No

**Recommended Board Action:** I move to authorize the Mayor to sign a "Conveyance Deed" pertaining to APN 002-101-91, depicted as Parcel "B" on Parcel Map 2725-B.

**Explanation for Recommended Board Action:** The signature of the Mayor on the Conveyance Deed will finalize the transfer of APN 002-101-91 depicted as Parcel "B" on Parcel Map 2725-B.

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

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** Do not authorize the Mayor to sign the Conveyance Deed.

**Supporting Material:**

Acceptance of Exercise of Option - Exhibit A

Parcel Map 2725-B - Exhibit B

"Joint Use Agreement" - Exhibit C

**Prepared By:** Ruth Borrelli, Real Property Manager

**Reviewed By:**

  
\_\_\_\_\_

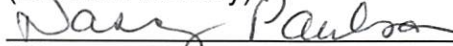
(Public Works Director)

  
\_\_\_\_\_

(City Manager)

  
\_\_\_\_\_

(District Attorney)

  
\_\_\_\_\_

(Finance Director)

Date: 9/8/15

Date: 9/8/15

Date: 9/8/15

Date: 9/8/15

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

APN 002-101-91

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

CONVEYANCE DEED

THIS DEED, made this 21<sup>st</sup> day of August, 2015, between The Boys and Girls Club of Northern Nevada, hereinafter called GRANTOR, and GRANTEE, 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 fee simple title for public purposes to the CITY upon, over, under and across certain real property depicted as Parcel B on Parcel Map Number 2725 marked as Attachment A, attached hereto and made a part hereof by reference; said Parcel B, situate, lying and being in Carson City, a consolidated municipality in the State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 9, Township 15 North, Range 20 East, Mount Diablo Meridian and more particularly described as follows:

All that Parcel B as shown on Parcel Map 2725-B. Said parcel consisting of approximately 4.55 acres.

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 002-101-91

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

Boys & Girls Club of Western Nevada, Inc., a non-profit corporation

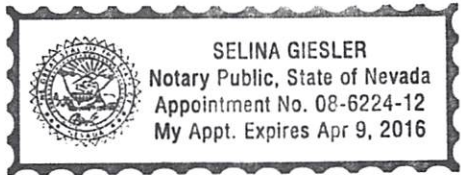
[Signature]  
Jonathon Olivas, President  
Date 8/21/2015

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

State of Nevada  
County of Carson

This instrument was acknowledged before me on August 21, 2015 by Jonathon Olivas as President of Boys & Girls Club of Western Nevada, Inc.

S  
E  
A  
L



[Signature]  
(Signature of notarial officer)

\_\_\_\_\_  
(Title and rank (optional))

APN 002-101-91

CITY:

**REVIEWED AND RECOMMENDED BY:**

 9/8/15  
DARREN SCHULZ, P.E., PUBLIC WORKS DIR.      Date

**APPROVED FOR LEGALITY AND FORM:**

 9/8/15  
CARSON CITY DISTRICT ATTORNEY      Date

**BOARD APPROVED BY:**

\_\_\_\_\_  
ROBERT L. CROWELL      Date  
MAYOR

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER      Date  
CLERK-RECORDER

# Exhibit A

APN 002.101.85

APN \_\_\_\_\_

APN \_\_\_\_\_

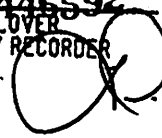
RECORDED AT THE  
REQUEST OF  
**CARSON CITY CLERK-RECORDER**

2014 AUG 14 PM 3:18

FILE NO. 446592

ALAN GLOVER  
CARSON CITY RECORDER

NIC



FOR RECORDER'S USE ONLY

Notice of Acceptance + Exercise of Option - Bacon  
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

Kathleen King  
Signature

\_\_\_\_\_  
Print Name & Title

WHEN RECORDED MAIL TO:

cc clerk

201 N. Carson St., Ste. 1

cc, NV 89701

446592

## **NOTICE AND ACCEPTANCE OF EXERCISE OF OPTION**

This Notice And Acceptance Of Exercise Of Option ("Notice") is effective on the 11 day of *August* 2014 by and between BOYS AND GIRLS CLUB OF WESTERN NEVADA, INC., a Nevada non-profit corporation, (the "Club") and CARSON CITY, a consolidated municipality and political subdivision of the STATE OF NEVADA (the "City"), hereinafter collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, the Club is the owner of certain real property located in Carson City, in the State of Nevada, being Assessor's Parcel Number 002-101-85 ("the Property");

**WHEREAS**, the City and the Club executed an Option Agreement on or about June 18, 2009, through which the City purchased an option to acquire a portion of the Property to develop a recreation center, which shall include a gym. As consideration for the Option, the City and Club agreed that they would ultimately share joint use of each other's facilities on the Property;

**WHEREAS**, the City and Club Amended the Option Agreement on or about October 20, 2011;

**WHEREAS**, by this Notice, the City does hereby exercise its Option to purchase the portion of the Property depicted on Exhibit "A," attached hereto and incorporated herein;

**WHEREAS**, by this Acceptance, the Club acknowledges that the City has properly and timely exercised its Option to purchase the portion of the Property depicted on Exhibit "A," attached hereto and incorporated herein; and

**WHEREAS**, this Notice and Acceptance of the City's exercise of the Option is premised upon the City and the Club executing a Joint Use Agreement in the substantial form and substance as the Joint Use Agreement attached hereto as Exhibit "B;"

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

### **Article 1 Rights and Obligations of Parties**

#### **1.1 The Club Shall:**

- 1.1.1 Complete parceling of the Property in conformance with the illustration attached hereto as Exhibit "A."
- 1.1.2 Convey the parcel of the Property upon which the multipurpose athletic complex ("MAC") shall be constructed, as shown on the illustration attached hereto as Exhibit "A," to the City.

**446592**

1.1.3 Execute and effectuate a Joint Use Agreement with the City in the substantial form and substance as the Joint Use Agreement attached hereto as Exhibit "B."

**1.2 The City Shall:**

1.2.1 Construct the MAC upon the portion of the Property shown on Exhibit "A" attached hereto.

1.2.2 Execute and effectuate a Joint Use Agreement with the Club in the substantial form and substance as the Joint Use Agreement attached hereto as Exhibit "B."

**Article 2  
General Provisions**

2.1 **Preemptory Clause.** This Notice and Acceptance shall supersede the original Option Agreement between The Club and the City, as well as any amendment thereto. Upon satisfactory performance of the obligations hereunder, both the City and the Club agree that all obligations under any Option Agreement between the parties have been fully and finally satisfied and discharged.

2.2 **Joint Use Agreement.** This Notice and Acceptance is specifically premised upon the material obligation of the City and the Club to enter a Joint Use Agreement for all facilities located upon the Property. A draft Joint Use Agreement is attached hereto as Exhibit B. The draft Joint Use Agreement is dependent upon approval thereof by the City's Board of Supervisors.

2.3 **Time is of the Essence.** The City and Club each acknowledge that time is of the essence in completing the obligations hereunder, including without limitation, parceling the Property, conveying the subject portion thereof as discussed above, constructing the MAC, and approving and executing a Joint Use Agreement.

**IN WITNESS WHEREOF**, the parties here to have executed this Agreement as of the date entered on the first page hereof.

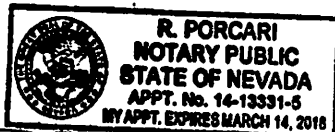
CARSON CITY, a political subdivision  
of the State of Nevada

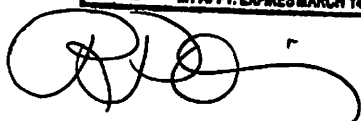
BOYS AND GIRLS CLUB OF WESTERN  
NEVADA, a Nevada non-profit corporation

By:   
Robert L. Crowell, Mayor

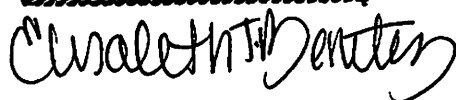
By:   
Laurie Gorris, CPO

446592



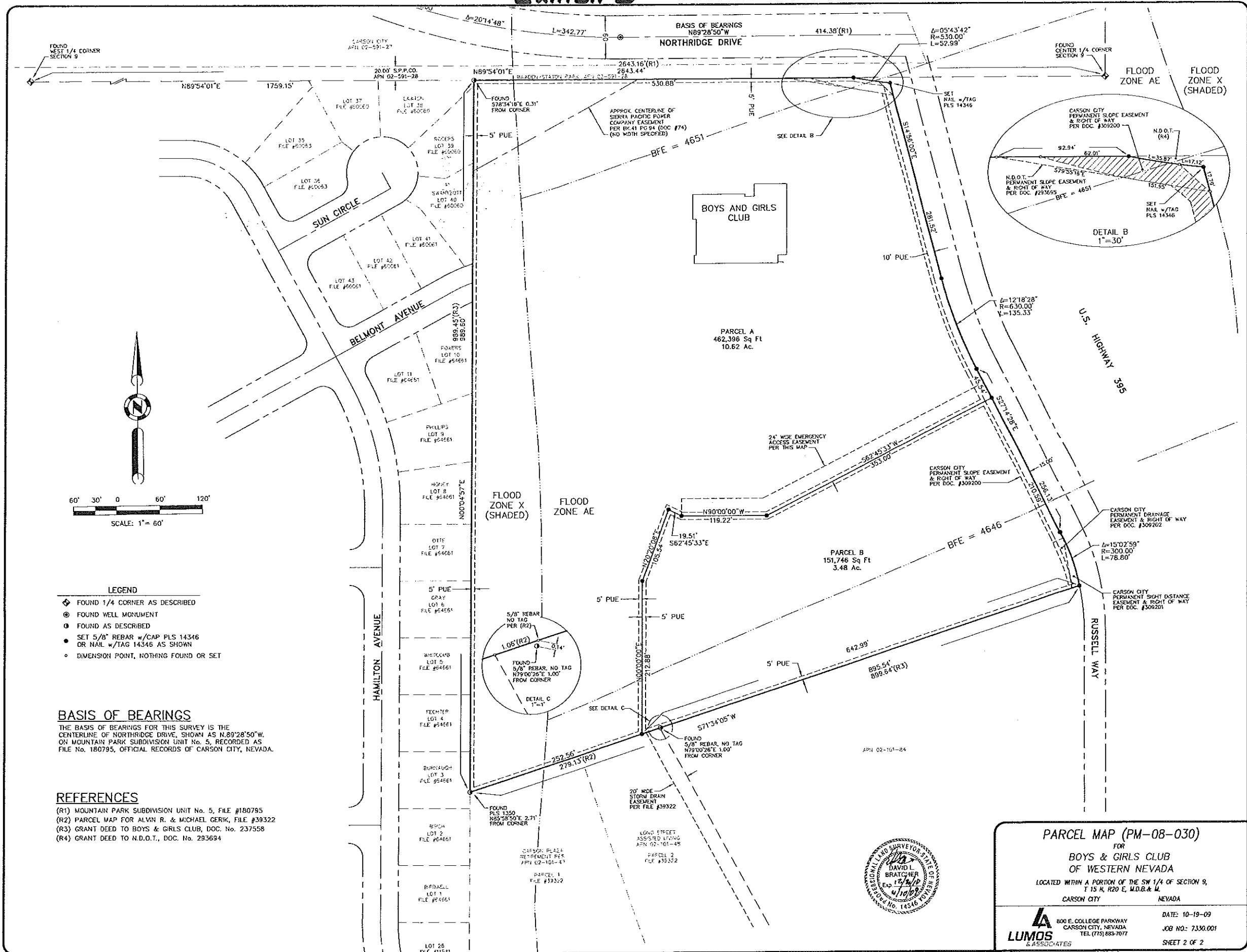








# EXHIBIT B



- LEGEND**
- ◆ FOUND 1/4 CORNER AS DESCRIBED
  - ⊙ FOUND WELL MONUMENT
  - FOUND AS DESCRIBED
  - SET 5/8" REBAR w/CAP PLS 14346 OR NAIL w/TAG 14346 AS SHOWN
  - DIMENSION POINT, NOTHING FOUND OR SET

**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF NORTHDRIDGE DRIVE, SHOWN AS N89°28'50"W. ON MOUNTAIN PARK SUBDIVISION UNIT No. 5, RECORDED AS FILE No. 180795, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

- REFERENCES**
- (R1) MOUNTAIN PARK SUBDIVISION UNIT No. 5, FILE #180795
  - (R2) PARCEL MAP FOR ALVIN R. & MICHAEL GERIK, FILE #39322
  - (R3) GRANT DEED TO BOYS & GIRLS CLUB, DOC. No. 237558
  - (R4) GRANT DEED TO N.D.O.T., DOC. No. 293694

**PARCEL MAP (PM-08-030)**  
 FOR  
**BOYS & GIRLS CLUB**  
 OF WESTERN NEVADA  
 LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9,  
 T 15 N, R 20 E, M.D.B. & M.  
 CARSON CITY NEVADA

DATE: 10-19-09  
 JOB NO.: 7330.001  
 SHEET 2 OF 2

**LUMOS & ASSOCIATES**  
 800 E. COLLEGE PARKWAY  
 CARSON CITY, NEVADA  
 TEL (775) 883-7077



2725-B

2725-B

# Exhibit C

APN 002.101.85

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
**CARSON CITY CLERK-RECORDER**

2014 AUG 14 PM 3:17

FILE NO. 446591  
ALAN GLOVER  
CARSON CITY RECORDER  
NIC

FOR RECORDER'S USE ONLY

Joint Use Agreement - BGCWN  
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

Kathleen King \_\_\_\_\_  
Signature Print Name & Title

WHEN RECORDED MAIL TO:

cc. clerk

446591

201 N. Carson St. Ste 1

cc, NW 89701

## JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into on the 11 day of August 2014 by and between BOYS AND GIRLS CLUB OF WESTERN NEVADA, INC., a Nevada non-profit corporation, (the "Club") and CARSON CITY, a consolidated municipality and political subdivision of the STATE OF NEVADA (the "City"), hereinafter collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, the Club is the owner of certain real property located in Carson City, in the State of Nevada, being Assessor's Parcel Number 002-101-85 (the "Property");

**WHEREAS**, the City purchased an option to develop a multipurpose athletic center ("MAC") on a portion of said real property;

**WHEREAS**, on or about July 31, 2014, the City and the Club executed a Notice and Acceptance of Exercise of Option under which the City exercised its purchase option;

**WHEREAS**, the Notice and Acceptance is premised on the City and the Club entering an agreement for the joint use of all facilities, parking lots, and fields located on the Property;

**WHEREAS**, the City shall complete construction of the MAC on the Property, the completion of which shall be the effective date of this Agreement.

**WHEREAS**, the City and the Club desire to enter this Agreement to further the collective goal of ensuring that the MAC is used to its greatest potential;

**WHEREAS**, the Parties desire to enter this Agreement in order to govern their rights and obligations set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, as well as the inherent value of the portion of both the Property transferred to the City and the MAC, the parties agree as follows:

### **Article 1 Rights and Obligations of Parties**

#### **1.1 The City Shall:**

- 1.1.1 Enjoy use of all facilities, parking lots, and fields located on the Property at all times other than during the Club's regular operating hours.
- 1.1.2 Maintain its facilities, including its structure, parking lots, and landscaping.
- 1.1.3 Pay its proportionate share of all janitorial services and utilities for the MAC.

**446591**

- 1.1.4 Allow the Club a right of first refusal for any times in which the City will not utilize the MAC during its allotted time frames.
- 1.1.5 Maintain appropriate insurance covering the MAC and the City's use thereof, with the Club named as an additional insured.
- 1.1.6 Meet quarterly with the Club to discuss use of the facilities in the prior quarter and schedule use prospectively in furtherance the parties' intention to ensure the MAC is utilized as much as possible.

**1.2 The Club Shall:**

- 1.2.1 Enjoy exclusive use of the multipurpose athletic complex ("MAC") constructed by the City on its campus during its regular operating hours. The Club shall, to the extent practical and reasonable, allow for shared use of the facility.
- 1.2.2 Staff the MAC during the Club's regular operating hours.
- 1.2.3 Allow the City a right of first refusal for any times in which the Club will not utilize the facilities, parking lots, and fields located on the Property during the Club's regular operating hours.
- 1.2.4 Maintain its parking lots and fields.
- 1.2.5 Pay its proportionate share of all janitorial services and utilities for the MAC.
- 1.2.6 Maintain appropriate insurance covering the MAC and the Club's use thereof, with the City named as an additional insured.
- 1.2.7 Meet quarterly with the City to discuss use of the facilities in the prior quarter and schedule use prospectively in furtherance the parties' intention to ensure the MAC is utilized as much as possible.
- 1.2.8 In scheduling use of the MAC, the Club shall make its reasonable best efforts to ensure the City is able to schedule for evening use of the MAC which may commence prior to the end of the Club's regular operating hours.

**Article 2  
General Provisions**

- 2.1 **Limited Liability.** The Club and the City do not waive, and intend to assert, any statutory privileges available to each under Nevada Law. Contract liability of both parties shall not be subject to punitive damages.
- 2.2 **Assignment.** This agreement is not assignable.

**446591**

- 2.3 **Modification.** This Agreement is the entire Agreement between the parties. This Agreement shall not be modified or amended nor shall any rights hereunder be waived, except by written instrument signed by all parties.
- 2.4 **Benefits.** This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of the Agreement. The decision to assert or waive any provision of the Agreement is solely that of each party.
- 2.5 **Term.** This Agreement is intended to continue in perpetuity so long as the parties are materially honoring their obligations hereunder
- 2.6 **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
- 2.7 **Interpretation and Severability.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be interpreted in accordance with the laws of the State of Nevada. If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.
- 2.8 **Attorney's Fees.** In the event that any action is filed in relation to this contract, each party shall pay its own attorney's fees regardless of who ultimately prevails in any action.

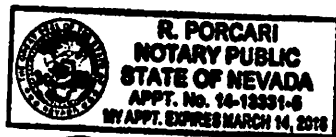
**IN WITNESS WHEREOF**, the parties here to have executed this Agreement as of the date entered on the first page hereof.

CARSON CITY, a political subdivision  
of the State of Nevada

BOYS AND GIRLS CLUB OF WESTERN  
NEVADA, a Nevada non-profit corporation

By:   
Robert L. Crowell, Mayor

By:   
Laurie Gorris, CPO





446591



