

Item # 41A

**City of Carson City
Agenda Report**

Date Submitted: November 7, 2006

Agenda Date Requested: November 16, 2006

Time Requested: Consent

To: Mayor and Board of Supervisors

From: Public Works Engineering

Subject Title: Discussion and action to approve a grant of easement for overhead electrical distribution and communication to Sierra Pacific Power Company for the relocation of a power pole in the area of the urban fishing pond at Carson City Fairgrounds/Fuji Park and to authorize the Mayor to sign the Grant of Easement documents.

Staff Summary: It is necessary to relocate a major Sierra Pacific Power Company pole to allow the construction of the urban fishing pond at Carson City Fairgrounds/ Fuji Park.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve a grant of easement for overhead electrical distribution and communication to Sierra Pacific Power Company for the relocation of a power pole in the area of the urban fishing pond at Carson City Fairgrounds/Fuji Park and to authorize the Mayor to sign the Grant of Easement documents.

Explanation for Recommended Board Action: See staff summary

Applicable Statue, Code, Policy, Rule or Regulation: None

Fiscal Impact: None

Explanation of Impact: N/A

Funding Source: None

Alternatives: Do not grant the easement.

Supporting Material: Grant of Easement Documents

Prepared By: Lawrence A. Werner, P.E., P.L.S.

Reviewed By: _____

[Signature]

Date: _____

11/7/06

(Department Head)

[Signature]

Date: _____

11-7-06

(City Manager)

[Signature]

Date: _____

11.7.06

(District Attorney)

[Signature]

Date: _____

11/7/06

(Finance Director)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

APN: 09-303-03
Work Order Number: 06-34780

*Unstamped
Copy*

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Attn: Land Operations
PO Box 10100
Reno, Nevada 89520

**GRANT OF EASEMENT
FOR
OVERHEAD ELECTRIC DISTRIBUTION AND COMMUNICATION**

THIS GRANT OF EASEMENT, made and entered into _____, by and between **CITY OF CARSON CITY PARKS DEPARTMENT**, (hereinafter referred to as "Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct, add to and operate one or more overhead electric and communication facilities, consisting of one or more circuits, together with poles, guys and anchors, supporting structures, insulators and cross-arms, wires, fibers and cables, fixtures, and appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, over, and through the following described property situate in CARSON CITY, State of NEVADA, to-wit:

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART THEREOF.

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR

By: _____
Signature

Printed Name: _____

Date: _____

Its: _____

STATE OF NEVADA)
COUNTY OF _____)

On _____, this instrument was acknowledged before me, a Notary Public, by _____ of CITY OF CARSON CITY PARKS DEPARTMENT.

Notary Signature



Sierra Pacific™

www.sierrapacific.com

6100 Neil Road, P.O. Box 10100, Reno, Nevada 89520-0024

CARSON CITY PARKS & RECREATION DEPARTMENT
A.P.N. 009-303-03

**LEGAL DESCRIPTION
EASEMENT**

That certain piece of land situate in Southeast Quarter (SE ¼) of Section 31, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, more particularly described as follows:

A strip of land 10 feet in width, 5 feet on each side of the following described centerline:

COMMENCING at the most southerly corner of the parcel as shown on Record of Survey for J.D.S. Corporation recorded as file number 00104633, on August 23, 1990 in the official records of Carson City, Nevada, thence S48°05'48"W, 88.98 feet to the POINT OF BEGINNING;

THENCE South 76°52'39" East, 191.52 feet;

THENCE South 08°47'25" West, 292.96 feet;

THENCE South 35°54'00" West, 167.30 feet and the terminus of this easement.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities to be extended not more than 30 feet from poles so supported.

The most southerly boundary lines of said easement are to be extended or foreshortened so as to terminate on the property lines of the Grantor.

This easement contains 6,522 square feet of land more or less.

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

Basis of Bearings is the Record of Survey for J.D.S. Corporation recorded as file number 00104633, on August 23, 1990 in the official records of Carson City, Nevada.

Prepared by Ryan A. Hamrick
Sierra Pacific Power Company
P.O. Box 10100
Reno, NV 89520

EXHIBIT A

OLD CLEAR CREEK ROAD

RECORD OF SURVEY
FOR J.D.S. CORP.
DOC. #00104633
A.P.N. 09-303-04

S48°05'48"W
88.98'

P.O.B.

10' EASEMENT

S76°52'39"E
191.52'

CARSON CITY PARKS &
RECREATION DEPARTMENT
A.P.N. 009-303-03

US-395

S08°47'25"W
292.96'
S35°54'00"W
167.50'

DOUGLAS COUNTY
A.P.N. 13-210-01

A.P.N. 09-303-05



SCALE: 1"=200'



Sierra Pacific™

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

EXHIBIT MAP

EASEMENT

CARSON CITY PARKS & REC DEPT.
009-303-03

SEC. 31, T. 15 N., R. 20 E., M.D.M.
CARSON CITY NEVADA

OCTOBER 8, 2006

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