



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 1, 2018

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: To approve a Non-Exclusive Utility Easement Amendment between the State of Nevada, Division of State Lands and Carson City for Well 49 and underground utilities located on APN 004-022-01 at the Bryan Building. (Stephanie Hicks; SHicks@carson.org)

Staff Summary: The subject easement is located at the Bryan Building on APN 004-022-01, a parcel owned by the State of Nevada. The easement agreement was recorded in July 2012 for the maintenance of Well 49 and associated underground utilities. The easement totals approximately 1,401 square feet and is necessary in order to allow Carson City to maintain existing Well 49 and the associated water distribution system. In consideration for the non-exclusive permanent easement, Carson City pays an annual easement fee which was recently re-evaluated by State Lands. The easement amendment requests an increase in the annual fee from \$2,900.00 to \$3,415.00 per year for the next five years.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

Move to approve a Non-Exclusive Utility Easement Amendment between the State of Nevada, Division of State Lands and Carson City for Well 49 and underground utilities located on APN 004-022-01 at the Bryan Building.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

April 11, 2003. Recorded lease agreement between Carson City and the State of Nevada, Division of State Lands for construction and maintenance of Well 49.

April 11, 2003. Recorded easement agreement between Carson City and the State of Nevada, Division of State Lands for construction and maintenance of underground utilities associated with Well 49.

July 17, 2012. Termination of existing lease agreement for well and easement for underground utilities in order to consolidate the underground utilities and well into one easement agreement for both.

July 17, 2012. Recorded easement agreement between Carson City and the State of Nevada, Division of State Lands for Well 49 and underground utilities totalling approximately 1,401 square feet at the Bryan Building. Previous lease fee of \$1,250.00 and \$1,600.00 were consolidated and increased into one annual payment of \$2,900.00.

Background/Issues & Analysis

In April 2003, Carson City entered into a lease agreement for a water well and a separate easement agreement for underground utilities with the State of Nevada, Division of State Lands in order to construct and maintain

the water infrastructure. In 2012, State Lands re-evaluated the agreements and requested a termination of the existing lease and easement agreements in order to consolidate both uses into a single easement agreement for maintaining said water well and supporting equipment. In July 2012, Carson City recorded a Non-Exclusive Utility Easement agreement with the State of Nevada Division of State Lands for both Well 49 and the underground utilities at the Bryan Building. The easement is necessary in order to allow Carson City to maintain existing Well 49 and the associated water distribution system.

In consideration for the non-exclusive permanent easement, Carson City pays an annual easement fee which was recently re-evaluated by State Lands. The easement amendment requests an increase in the annual fee from \$2,900.00 to \$3,415.00 per year for the next five years.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 322 Use of State Lands

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 520-3502-435.04-90 Property Services – Fees and Permits

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The cost to the City for this easement has been \$2,900.00 annually since 2012.

Alternatives

Do not approve a Non-Exclusive Utility Easement Amendment between the State of Nevada, Division of State Lands and Carson City for Well 49 and underground utilities located on APN 004-022-01 at the Bryan Building.

Propose modified motion.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

December 26, 2017

ATTN: DAN STUCKY, City Engineer

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

RE: Signature Request; Well 49 AND Underground Utilities Easement Amendment

Enclosed for your review and signature are an original and duplicate original Easement Amendment by and between NEVADA DIVISION OF STATE LANDS, on behalf of the STATE PUBLIC WORKS DIVISION, BUILDINGS & GROUNDS SECTION, and CARSON CITY NEVADA, a consolidated municipality (per NRS §322.050). The easement was granted for the purpose of placing, operating, repairing, and maintaining an underground water distribution system along with an above ground support equipment for a water well across the property commonly known as the Bryan Building, situated in Carson City.

This Easement Amendment was a result of State Lands five (5) year fee review which resulted in a fee increase from its current fee of \$2900.00 to \$3,415.00. Additionally, the easement was amended to update the 'Late Fee' clause in accordance to State Land's policy.

Should this Easement Amendment meet with your approval, please sign the enclosed documents and circulate them through the rest of the Carson City signatories for signatures as well. Once completed, please returned the signed original and duplicate original documents to me at the following:

ATTN: LUCY WONG
Nevada Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, NV 89701

If you have any questions or need additional information, please do not hesitate to contact me at lwong@lands.nv.gov or by phone at 775-684-2718.

Sincerely,

Lucy Wong
State Lands Agent II



BG-103, LW, 6002/15183
Carson City
APNs: 004-022-01

Recording requested by & return to:
Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, NV 89701-5246

NON-EXCLUSIVE EASEMENT AMENDMENT

WELL 49 AND UNDERGROUND UTILITIES Carson City, Bryan Building

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this ____ day of _____, 2018, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, and the State Land Registrar, for and on behalf of the STATE PUBLIC WORKS DIVISION, BUILDINGS AND GROUNDS SECTION, hereinafter referred to as GRANTOR, and CARSON CITY NEVADA, a consolidated municipality, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, GRANTOR granted an Non-Exclusive Easement to GRANTEE dated June 21, 2012, and recorded on July 17, 2012 as Document No. 424190, in the official records of Carson City, for the purpose of placing, maintaining, repairing, operating, and removing an underground water distribution system along with an above ground support equipment for a water well across that certain property situate and lying within Carson City, further described as Assessor's parcel number 004-022-01 and;

WHEREAS, the Non-Exclusive Easement contained a paragraph that in part reads as follows: "For and in consideration of the Project, GRANTEE, its successors and assigns,

hereby agree to pay an annual use fee in the amount of TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$2,900.00) per year to the GRANTOR for the Project [per NRS 321.003(2), 322.060(2)]. Said fees to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before June 1st every year thereafter for the entire duration of said Non-Exclusive Easement.”; and

WHEREAS, the Non-Exclusive Easement gives the GRANTOR the right to re-assess and adjust the Non-Exclusive Easement fees for the water distribution system and water well every FIVE (5) years to reflect any change in value during the term of the Non-Exclusive easement; and

WHEREAS, GRANTOR recently completed a rental re-evaluation and determined that the annual use fee for the Non-Exclusive Easement has increased and is due and payable on June 1, 2018;

NOW THEREFORE, GRANTOR agrees to amend the Non-Exclusive Easement as follows:

FOR AND IN CONSIDERATION of this Non-Exclusive Easement, GRANTEE, along with its successors and assigns, hereby agrees to pay a use fee in the amount of THREE THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS (\$3,415.00) per year to the State of Nevada beginning on or before June 1, 2018 and June 1st each year thereafter. The State of Nevada reserves the right to reassess and adjust the use fee every FIVE (5) years.

The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date as provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of THIRTY FOUR DOLLARS (\$34.00). If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by GRANTOR.

All other terms and conditions of the Non-Exclusive Easement remain in full force and effect, with no other changes, modifications or amendments thereto.

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

GRANTOR:
STATE OF NEVADA
Division of State Lands

By: _____
CHARLES DONOHUE
Administrator and State Land Registrar

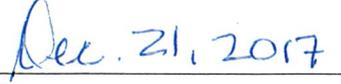
STATE OF NEVADA)
)
) :ss.
CARSON CITY)

On, _____, 20__ personally appeared before me, a notary public, CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

APPROVED as to Form:
ADAM PAUL LAXALT
Attorney General

By:  _____
LORI M. STORY
Senior Deputy Attorney General

 _____
Date

APPROVED:
STATE OF NEVADA
State Public Works Division
Buildings & Grounds Section

By: _____
CHRISTOPHER P. CHIMITS
Deputy Administrator

Date: _____

GRANTEE:
CARSON CITY,
A Consolidated Municipality

REVIEWED AND RECOMMENDED BY:

By: _____
DAN STUCKY
City Engineer

Date: _____

APPROVED FOR LEGALITY AND FORM:

By: _____
CARSON CITY DISTRICT ATTORNEY

Date: _____

BOARD APPROVED BY:

By: _____
ROBERT L. CROWELL
Mayor

Date: _____

ATTEST:

By: _____
SUSAN MERRIWETHER
Clerk-Recorder

Date: _____



BG 103, REM, 4148, 13227
A.P.N.:004-022-01
Carson City

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

CARSON CITY
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

RECORDED AT THE
REQUEST OF

CARSON CITY CLERK TO
THE BOARD

2012 JUL 17 AM 9:00

FILE NO. ALAN GLOVER 424190
CARSON CITY RECORDER
OFF S. M. DEP. *AG*

NON-EXCLUSIVE UTILITY EASEMENT

WELL #49 AND UNDERGROUND UTILITIES, CARSON CITY

This Non-Exclusive Easement is made and entered into this 21st day of June, 2012 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the NEVADA DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as GRANTOR, and CARSON CITY NEVADA, a consolidated municipality, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Carson City Assessor's parcel number 004-022-01; and

WHEREAS, GRANTEE, holds an Easement for Underground Utilities dated April 11, 2003 and a Lease for Water Well dated April 11, 2003, which are unrecorded in the Carson City Recorder's Office; and

WHEREAS, GRANTOR wishes to consolidate the uses into an easement for maintaining said water well and supporting equipment to supply water to residents of Carson City; and

424190

WHEREAS, GRANTEE desires to continue use of the property for purposes of maintaining an underground water distribution system and above ground supporting equipment for a water well; 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 17, Township 15 North, Range 20 East, as shown on **EXHIBIT B** attached hereto and by reference made a part hereof. The location of the Project is described in the legal descriptions attached hereto as **EXHIBIT A** 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 Below Ground Easement Legal Description and Survey and the Carson City Production Well #49 Above Ground Easement

Legal Description and Survey, prepared by Darryl M. Harris, Resources Concepts, Inc. dated November 4, 2002, 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:** For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an Easement fee in the amount of TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$2,900.00) per year to the GRANTOR for the Project [per NRS 321.003(2), 322.060(2)]. Said fees are to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before JUNE 1 every year thereafter for the entire duration of said Non-Exclusive Easement. This is payable to the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS and is to be mailed to:

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

The GRANTOR reserves the right to reevaluate, reassess and adjust the Non-Exclusive Easement fee for the Project every FIVE (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement

select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal and any associated costs.

4. **LATE PAYMENT FEE:** If, after full execution of this Non-Exclusive Easement, any payment is not made to GRANTOR within **THIRTY (30) days** of the due date as provided herein, the GRANTEE shall pay the GRANTOR a late payment fee in the amount of ONE HUNDRED FOURTY FIVE AND NO/100 DOLLARS (\$145.00) EQUIVALENT TO FIVE PERCENT (5%) OF THE ANNUAL AMOUNT DUE. If late fees become more than **SIXTY (60) days** in arrears, the Non-Exclusive Easement may be terminated by the GRANTOR.

5. **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.

6. **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 by Indemnitors 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.

7. **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.

8. 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:**

**Rick Murray, Land Agent
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

9. 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.

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least FIVE (5) business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. 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 located with this Non-Exclusive Easement. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

12. 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.

13. 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.

14. **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.

15. **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 to the extent that these guidelines do not conflict with Environmental Conditions as required by the Federal Energy Regulatory Commission.

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

17. **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 Department
3505 Butti Way
Carson City, NV 80701

18. **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.**

19. **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 in this Non-Exclusive Easement 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.

20. **TERM AND DISCONTINUATION:** This Non-Exclusive 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 Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

21. **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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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 without the prior written consent of the GRANTOR, and such consent shall not be unreasonably withheld.

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GRANTEE:

**CITY OF CARSON CITY
A CONSOLIDATED MUNICIPALITY**

APPROVED:

By 
ROBERT CROWELL
Mayor

ATTEST:

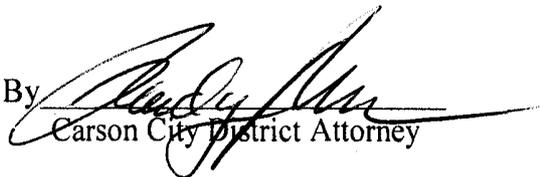
By 
CITY CLERK

REVIEWED AND RECOMMENDED:

By 
JEFFREY A. SHARP, P.E.
City Engineer

Date 4/17/12

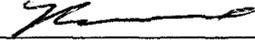
APPROVED FOR LEGALITY AND FORM:

By 
Carson City District Attorney

Date 4/24/12

APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

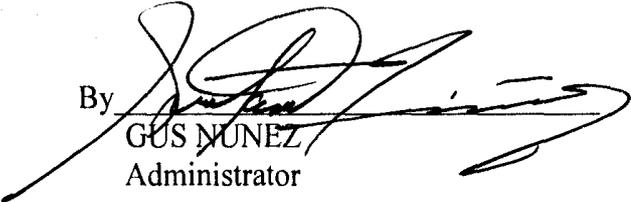
By 

KEVIN BENSON
Deputy Attorney General

Date: 2-8-12

APPROVED:

STATE OF NEVADA
Department of Administration
Division of Buildings and Grounds

By 

GUS NUNEZ
Administrator

Date: 2-14-12

DUPLICATE ORIGINAL

**CARSON CITY PRODUCTION
WELL #49
ABOVE GROUND EASEMENT
LEGAL DESCRIPTION
EXHIBIT A**

November 4, 2002

Three parcels of land located within a portion of Section 17, Township 15 North, Range 20 East, MDM, Carson City, Nevada, being more particularly described as follows:

Parcel 1:

BEGINNING at a point, being the Southeast corner of the Reciprocal Parking & Access Easement as shown on the Record of Survey Supporting a Boundary Line Adjustment for State of Nevada Division of State Lands, Document No. 136951 (Map 1967) of the Carson City Recorder's Office; which bears N. 74°53'02" E., 2013.74 feet from the Southwest section corner of said Section 17;

thence along the South line of said Easement, S. 89°52'51" E., 48.60 feet;
thence North, 28.99 feet;
thence East, 13.20 feet;
thence South, 8.74 feet;
thence East, 13.20 feet;
thence North, 9.55 feet;
thence East, 22.26 feet to a point on the East line of said Easement;
thence along said East line, S. 00°07'09" W., 29.91 feet to the POINT OF BEGINNING.

Containing 1,315 square feet more or less.

Parcel 2:

BEGINNING at a point which bears N. 73°28'07" E., 1862.52 feet from the Southwest corner of said Section 17;

thence, N. 00°07'16" E., 7.42 feet;
thence East, 5.00 feet;
thence S. 00°07'16" W., 7.43 feet;
thence N. 89°52'44" W., 5.00 feet to the POINT OF BEGINNING.

424190

Containing 37 square feet more or less.

November 4, 2002

Parcel 3:

BEGINNING at a point which bears N. 72°56'26" E., 1845.47 feet from the Southwest corner of said Section 17;

thence North., 6.10 feet;

thence East, 8.00 feet;

thence South., 6.10 feet;

thence West, 8.00 feet to the POINT OF BEGINNING.

Containing 49 square feet more or less.

Total Area of Parcels 1, 2, & 3 is 1,401 square feet more or less.

Basis of Bearing

The South Line of the Southwest one-quarter of Section 17, Township 15 North, Range 20 East, MDM per the Record of Survey Supporting a Boundary Line Adjustment for State of Nevada Division of State Lands, Document No.136951 (Map 1967) of the Carson City Recorder's Office, (N. 89°52'45" W.).

Per NRS 111.312, this legal description was prepared by:

Darryl M. Harris, P.L.S. # 6497

Resource Concepts, Inc.

340 North Minnesota Street

Carson City, Nevada 89703

(775) 883-1600



11-4-02

Exp. 6-30-03

424190

**CARSON CITY PRODUCTION
WELL #49
BELOW GROUND EASEMENT
LEGAL DESCRIPTION
EXHIBIT A**

November 4, 2002

A parcel of land located within a portion of Section 17, Township 15 North, Range 20 East, MDM, Carson City, Nevada, being more particularly described as follows:

BEGINNING at a point on the Easterly right-of-way line of Stewart Street, which bears N. 72°04'01" E., 1823.23 feet from the Southwest corner of said Section 17;

thence East, 198.80 feet;

thence North, 18.27 feet to a point on the South line of APN 4-022-02 as shown on the Record of Survey Supporting a Boundary Line Adjustment for State of Nevada Division of State Lands, Document No. 136951 (Map 1967) of the Carson City Recorder's Office;

thence along said South line, S. 89°52'51" E., 10.73 feet to a point on the East line of the Reciprocal Parking & Access Easement as shown on said Record of Survey;

thence along said East line, S. 00°07'09" W., 24.59 feet;

thence West., 22.26 feet;

thence South, 3.65 feet;

thence West, 13.20 feet;

thence North, 2.83 feet;

thence West, 13.20 feet;

thence South, 2.83 feet;

thence West, 102.20 feet;

thence S. 00°07'16" W., 5.91 feet;

thence N. 89°59'47" W., 102.21 feet;

thence South, 8.11 feet;

thence West, 122.06 feet;

thence South, 2.89 feet;

thence West, 17.04 feet;

thence North, 6.90 feet;

thence East, 17.04 feet;

thence North, 4.09 feet;

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DUPLICATE ORIGINAL

November 4, 2002

thence East, 9.83 feet;
thence North, 7.55 feet;
thence West, 10.97 feet;
thence South, 5.55 feet;
thence West, 8.00 feet;
thence North, 5.55 feet;
thence West, 29.66 feet to a point on the East right-of-way line of Stewart Street;
thence along said East right-of-way line N. 00°13'24" E., 8.35 feet to the POINT OF
BEGINNING.

Containing 3,300 square feet more or less.

Basis of Bearing

The South Line of the Southwest one-quarter of Section 17, Township 15 North, Range 20 East, MDM per the Record of Survey Supporting a Boundary Line Adjustment for State of Nevada Division of State Lands, Document No. 136951 (Map 1967), of the Carson City Recorder's Office, (N. 89°52'45" W.).

Per NRS 111.312, this legal description was prepared by:

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DUPLICATE ORIGINAL

STEWART STREET

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°52'51" W	48.60
L2	N 00°00'00" E	28.88
L3	N 80°00'00" E	13.20
L4	S 00°00'00" E	8.74
L5	S 80°00'00" E	13.20
L6	N 00°00'00" E	8.55
L7	S 80°00'00" E	22.28
L8	S 00°07'09" W	29.91
L9	N 00°07'18" E	7.42
L10	N 80°00'00" E	5.00
L11	S 00°07'18" W	7.43
L12	N 88°52'44" W	5.00
L13	N 00°00'00" E	6.10
L14	N 80°00'00" E	8.00
L15	S 00°00'00" E	6.10
L16	S 90°00'00" W	8.00

**CARSON CITY FIRE
STATION PROPERTY
APN 4-022-02**

RECIPROCAL PARKING
& ACCESS EASEMENT

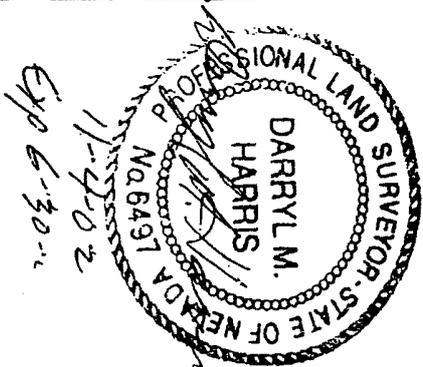
RECIPROCAL PARKING
& ACCESS EASEMENT

**STATE OF NEVADA
APN 4-022-01**

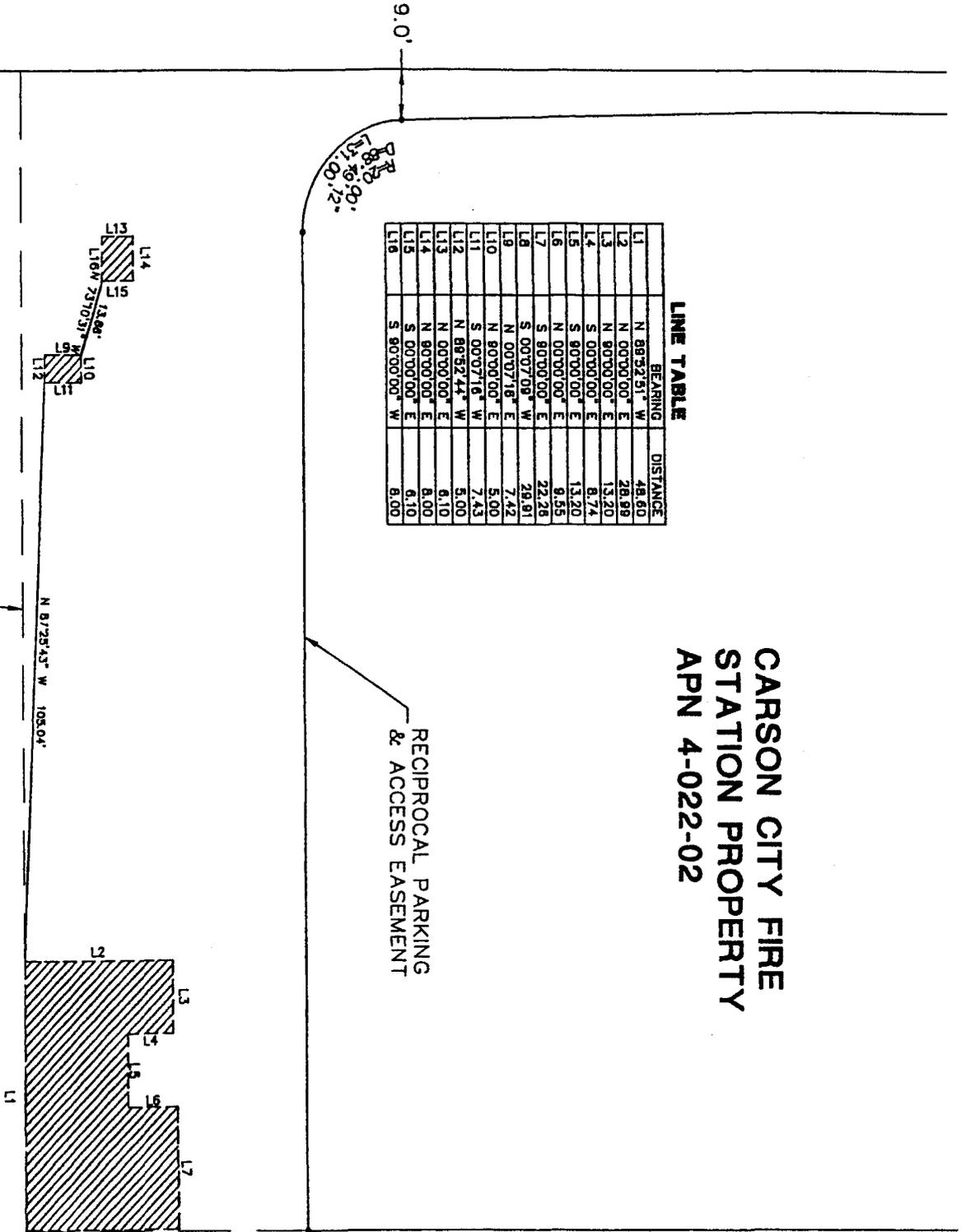
ABOVE GROUND EASEMENTS

424190

EXHIBIT B MAP



SCALE: 1" = 30'



STEWART STREET

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	198.80
L2	N 00°00'00" W	18.27
L3	S 89°52'51" E	10.73
L4	S 00°07'08" W	24.59
L5	S 90°00'00" W	22.26
L6	S 00°00'00" E	3.85
L7	S 90°00'00" W	13.20
L8	N 00°00'00" E	2.83
L9	S 90°00'00" W	13.20
L10	S 00°00'00" E	2.83
L11	S 90°00'00" W	102.20
L12	S 00°07'16" W	5.91
L13	N 89°58'47" E	102.21
L14	S 00°00'00" E	8.11
L15	S 90°00'00" W	122.06
L16	S 00°00'00" E	2.89
L17	S 90°00'00" W	17.04
L18	N 00°00'00" W	6.90
L19	N 90°00'00" E	17.04
L20	N 00°00'00" W	4.09
L21	S 90°00'00" E	9.83
L22	N 00°00'00" E	7.55
L23	S 90°00'00" W	10.97
L24	S 00°00'00" E	5.55
L25	S 90°00'00" W	8.00
L26	N 00°00'00" E	5.55
L27	S 90°00'00" W	29.66
L28	N 00°33'24" E	8.35

**CARSON CITY FIRE
STATION PROPERTY
APN 4-022-02**

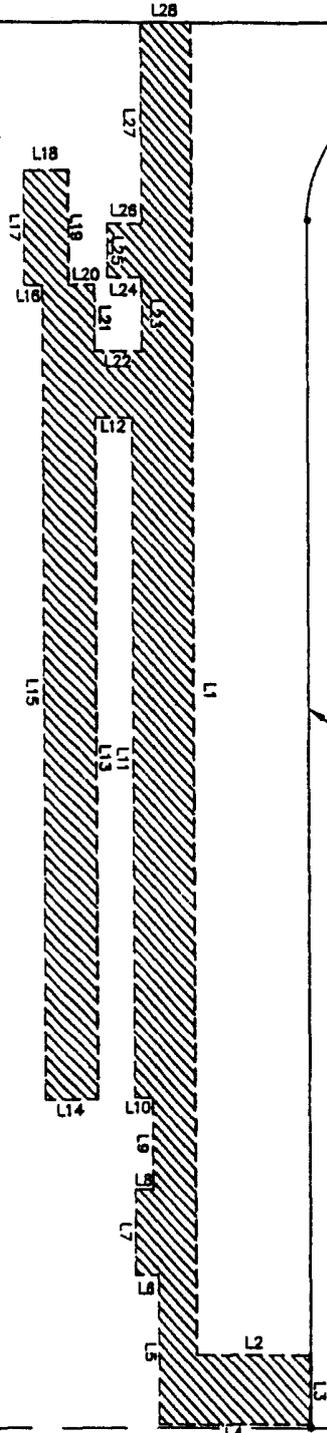
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RECIPROCAL PARKING
& ACCESS EASEMENT

RECIPROCAL PARKING
& ACCESS EASEMENT

**STATE OF NEVADA
APN 4-022-01**

BELOW GROUND EASEMENTS



SCALE: 1" = 30'



DUPLICATE ORIGINAL

11-4-02
Exp. 6-30-13

EXHIBIT B MAP