



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 a water line located on APN 004-022-02 at the Bryan Building. (Stephanie Hicks; SHicks@carson.org)

Staff Summary: The subject easement is located at the Bryan Building on APN 004-022-02, a parcel owned by the State of Nevada. The easement agreement was recorded in August 2008 for the construction and maintenance of an underground water line across the parcel. The easement totals approximately 2,105 square feet and is necessary in order to allow Carson City to maintain the existing 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 \$864.00 to \$1,500.00 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 a water line located on APN 004-022-02 at the Bryan Building.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

August 28, 2008. Recorded easement agreement between Carson City and the State of Nevada, Division of State Lands for a water line totalling approximately 2,105 square feet at the Bryan Building.

Background/Issues & Analysis

In August 2008, Carson City entered into an easement agreement with the State of Nevada, Division of State Lands for the purpose of placing, maintaining, repairing, operating, and removing an underground water line across APN 004-022-02. 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 \$864.00 to \$1,500.00 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 \$864.00 annually since 2008.

Alternatives

Do not approve a Non-Exclusive Utility Easement Amendment between the State of Nevada, Division of State Lands and Carson City for a water line located on APN 004-022-02 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; Carson City Waterline at the Bryan Building 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 STATE PUBLIC WORKS DIVISION, BUILDINGS & GROUNDS SECTION, and CARSON CITY NEVADA, a consolidated municipality acting through CARSON CITY ENGINEERING DIVISION (per NRS §322.050). The easement was granted for the purpose of placing, operating, repairing, and maintaining ONE (1) underground waterline 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 \$864.00 to \$1,500.00. Additionally, the easement was amended to update the 'Late Fee' clause in accordance to State Lands 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,

A handwritten signature in blue ink that reads "Lucy Wong".

Lucy Wong
State Lands Agent II



BG-103, LW, 6003/15182
Carson City
APNs: 004-022-02

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

NON-EXCLUSIVE EASEMENT AMENDMENT

**CARSON CITY WATERLINE AT THE BRYAN BUILDING
Carson Well 49 to Well 4, Carson City Water Main Project**

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this _____ day of _____, 20___, 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 & GROUNDS SECTION, hereinafter referred to as GRANTOR, and CARSON CITY, a consolidated municipality and acting through CARSON CITY ENGINEERING DIVISION, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, GRANTOR granted an Non-Exclusive Easement to GRANTEE dated June 26, 2008, and recorded on August 28, 2008 as Document No. 382185, in the official records of Carson City, for the purpose of placing, maintaining, repairing, operating, and removing ONE (1) underground waterline facility across that certain property situate and lying within Carson City, further described as APN: 004-022-02 and;

WHEREAS, the Non-Exclusive Easement contained a paragraph that in part reads as follows: "In consideration of this non-exclusive permanent easement GRANTEE, its

successors and assigns, hereby agree to pay an annual fee in the amount of EIGHT HUNDRED SIXTY FOUR DOLLARS (\$864.00) for ONE (1) permanent non-exclusive easement over state land [per NRS 321.003(2), 322.060(2)]. Fees for the permanent easement shall be due on July 1, 2008 and on July 1st each year thereafter.”; and

WHEREAS, the Non-Exclusive Easement gives the GRANTOR the right to re-assess and adjust the Non-Exclusive Easement fees for the water line 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 July 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 ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1500.00) per year to the State of Nevada beginning on or before July 1, 2018 and on July 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 SEVENTY FIVE AND NO/100 DOLLARS (\$75.00). 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

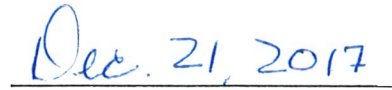
STATE OF NEVADA)
)
) :ss.
CARSON CITY)

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: _____



B&G- 103, #3343, JMP
APN- 004-022-01

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

GRANTEE:
Carson City
Public Works Department
3305 Butti Way
Carson City, NV 89701

RECORDED AT THE
REQUEST OF

Public Works
2008 AUG 28 AM 9:45

FILE NO 382185

ALAN GLOVER
CARSON CITY RECORDER

FEES *AK* DEP *AK*

NON-EXCLUSIVE EASEMENT

ONE (1) PERMANENT WATER LINE EASEMENT
DEPARTMENT OF CONSERVATION, NATURAL RESOURCE (BRYAN BUILDING)
CARSON WELL 49 TO WELL 4 CARSON CITY WATER MAIN PROJECT

This non-exclusive easement, made and entered into this 26th day of June, 2008, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS on behalf of the DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as GRANTOR and CARSON CITY, GRANTEE a consolidated municipality, acting through the CARSON CITY ENGINEERING DIVISION, hereinafter referred to as "CITY";

WHEREAS, GRANTEE, has made application and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain one (1) permanent easement for underground waterline facilities and appurtenances; and

WHEREAS, NRS 322.050 through 322.070 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;

WITNESSETH:

FOR AND IN CONSIDERATION of the monies hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE one (1) permanent non-exclusive easement for underground waterline facility and appurtenances under, over and through the following described parcel, together with the right to enter upon said land 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, and across a portion of that certain property situate in Section 17, Township 15N, Range 20E. The location of the one (1) permanent easement is attached hereto as described in legal description (**EXHIBIT A**) and site map (**EXHIBIT B**) and by reference made a part hereof. The project shall be executed in accordance with the utility plans dated February 14, 2008 on file with the Nevada Division of State Lands and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s), understand and agree that this non-exclusive easement is for one underground waterline facility and appurtenances.
2. **JURISDICTION OF STATE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement for underground waterline facility and appurtenances extends only to those certain real properties described in the legal description (**EXHIBIT A**) attached herein and by reference made a part hereof, and shall not be construed to authorize access across other private lands, and GRANTEE understands that if it wishes to utilize other portions of said property not granted to it through this easement, a new permit or easement to do so shall be required.
3. **CONSIDERATION:** In consideration of this non-exclusive permanent easement GRANTEE its successors and assigns, hereby agree to pay annual fee in the amount of EIGHT HUNDRED SIXTY FOUR DOLLARS (\$864.00) for one (1) permanent non-exclusive easement over state land [NRS 322.050 through 322.070]. Fees for the permanent easement shall be due on July 1, 2008 and on July 1st each year thereafter.

The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, to be mailed to:

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

The GRANTOR further reserves the right to reevaluate, reassess and adjust the easement fees for the waterline easement every five (5) years.

4. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this 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:** To the extent allowed by law, if any person, governmental agency, or other entity that is not a party to this Non-Exclusive Utility Easement commences a proceeding or makes a claim against a party to the Non-Exclusive Utility Easement (referred to as the "Indemnified Party") and if the claim arises from and/or is based upon a party's negligent or intentional acts or omissions, as determined through mediation (referred to as the "Responsible Party"), then the Responsible Party will indemnify the Indemnified Party from the claim and reimburse the Indemnified Party any expended funds for the costs of mediation.
6. **INSPECTION AND MONITORING:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to allow GRANTOR the opportunity to inspect the waterline at any time during construction or after

installation. GRANTEE agrees to allow interested agencies the opportunity to inspect the waterline construction site.

7. **MAINTENANCE:** GRANTEE, its successors and assigns, will be responsible for all maintenance of the waterline and understand and agree that the said waterline must be maintained in good repair at all times.
8. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, its agent(s), and/or contractor(s) understand and agree 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 the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the waterline, and further agrees to return the land and improvements including asphalt, striping, concrete sidewalks, and gutters to its same pre-project condition.
9. **FUTURE RELOCATION:** It is understood that the GRANTOR's plans for future use of this land are preliminary at this time and subject to change. Should GRANTOR require future relocation of this pipeline easement within GRANTOR's land, GRANTEE agrees that any and all cost for any necessary relocation of this pipeline easement shall be paid for solely by the GRANTEE.
10. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any

time the GRANTEE should discontinue use or maintenance for a period of ONE (1) year, GRANTOR may terminate the easement, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.

11. **TERMINATION:** The GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that upon the termination of the easement, the waterline will be removed by GRANTEE, if so requested by GRANTOR, and the land be restored to its reasonably same pre-project condition. Alternatively, GRANTOR, upon agreement, may permit GRANTEE to abandon the waterline in place. 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. Any expenses for removal of waterline and for the restoration of the land will be borne by GRANTEE or its assigns. GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree that failure to concur with or comply with any of the conditions contained herein will cause this easement to become invalid and may require the removal or abandonment of the said waterline.
12. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

13. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office shall be notified.
14. **PLANS AND PHOTOGRAPHS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that the project and related activities must be completed in accordance with the approved plans on file in the office of the Division of State Lands. The STATE PUBLIC WORKS BOARD, on behalf of The Division of State Lands, must be notified for review and approval of any material alterations to the approved plans prior to commencement of such alterations. Approval of any alterations must be in writing.
15. **ACCESS TO ENTRANCE AND PARKING LOT:** GRANTEE, its successors and assigns agree to instruct their respective contractors to conduct the operations as to offer the least possible obstruction and inconvenience to the Byran Building parking lot, general public, including the residents, businesses and any other contractors working in the vicinity of the easement project, and shall have under construction no greater length or amount of work than each can prosecute properly with due regard to the rights of the public.

All covenants and agreements herein contained shall extend to and be obligatory 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 easement does not become effective until the first annual easement fee is paid and a fully executed and recorded copy of the easement document is returned to the Division of State Lands.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have subscribed this non-exclusive easement on the day and year first above written.

GRANTOR:

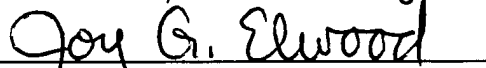
**STATE OF NEVADA
Division of State Lands**

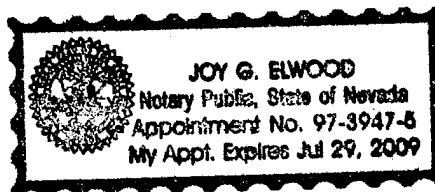
By: 
PAMELA B. WILCOX
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
)
CITY OF CARSON CITY)

ss.

On, June 26 2008, personally appeared before me, a notary public, PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.


NOTARY PUBLIC



APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

for By: Mark Adams
COLLEEN E. HEMINGWAY
Deputy Attorney General

Date 1 July 2008

BUILDINGS & GROUNDS

By: Cindy Edwards
CINDY EDWARDS
Administrator

Date 7-10-08

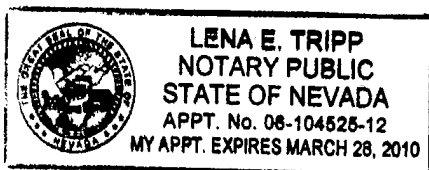
GRANTEE - CITY
CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:

By: Jeffery A. Sharp
~~LAWRENCE WERNER, P.E., P.L.S.~~ JEFFERY A. SHARP, P.E.
City Engineer

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

On July 16 2008, personally appeared before me, a notary public,
~~LAWRENCE WERNER~~, who acknowledged that he executed the above instrument.

Jeffery A. Sharp
Lena E Tripp
NOTARY PUBLIC



APPROVED FOR LEGALITY AND FORM:

4/21/09

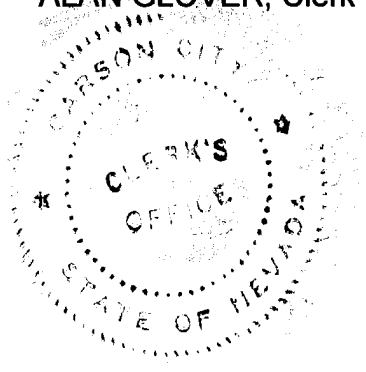
Carson City District Attorney Date

APPROVED:

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date





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 05301.05.CM

EXHIBIT "A" 3' WATER LINE EASEMENT DESCRIPTION

A strip of land 3.00 feet in width, lying 1.50 feet on both sides of the following described centerline situate within the Southwest One-Quarter (SW ¼) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at a point on the easterly line of the Reciprocal Parking and 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 No. 1967) of Official Records, Carson City, Nevada, which bears South 00°52'26" West, 23.47 feet from the Northeast corner of said easement, said point also bears North 74°46'42" East, 2022.45 feet from the Southwest Section corner of said Section 17;

Thence South 90°00'00" East, 147.37 feet;
Thence South 45°00'00" East, 7.08 feet;
Thence South 00°00'29" West, 541.83 feet;
Thence South 45°00'00" East, 5.50 feet to a point on the northerly Right of Way line of Little Lane, as shown on said Map No. 1967, and the end of this description.

The sidelines of the above described strip of land shall be extended and shortened to terminate at the easterly line of said Reciprocal Parking and Access Easement and the northerly line of said Little Lane Right of Way.

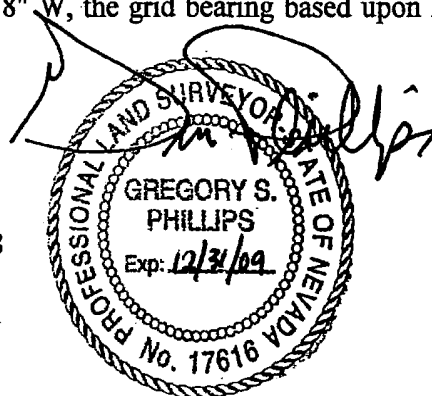
Contains 2,105 square feet, more or less.

The basis of bearings of this description is the South line of the Southeast 1/4 of section 17, T.15N., R.20E., M.D.M., being N 89°08'38" W, the grid bearing based upon NAD 27 (Nevada Zone West).

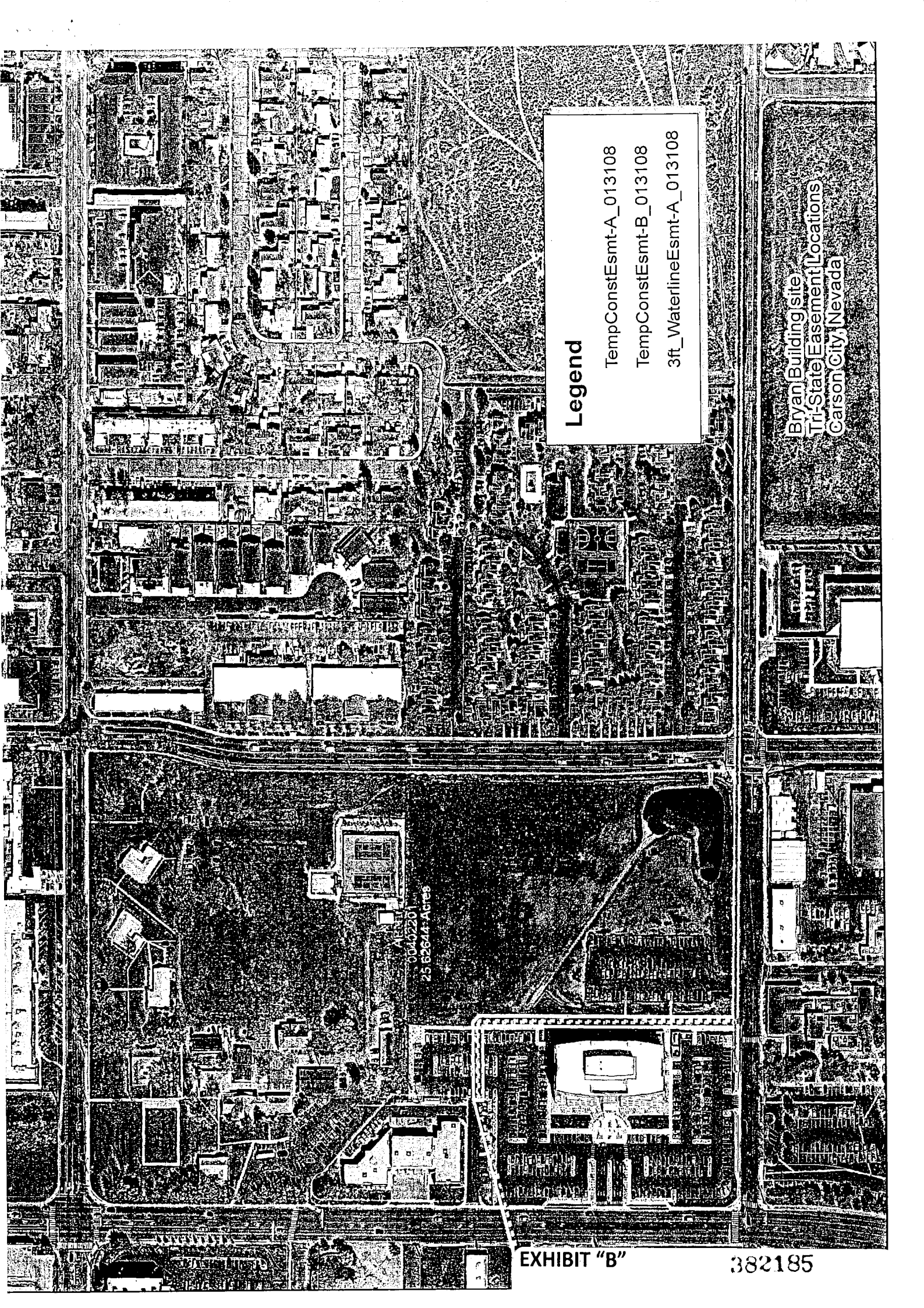
Prepared by Tri State Surveying, Ltd.

Gregory S. Phillips, PLS
Nevada Certificate No. 17616

01/31/08



382185



Alameda
00462201
2.562644 Acres

Legend
TempConstEsmt-A_013108
TempConstEsmt-B_013108
3ft_WaterlineEsmt-A_013108

**Bryan Building Site
Tri-State Easement Locations
Carson City, Nevada**