



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: May 3, 2018

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: To approve a Non-Exclusive Utility Easement agreement between the State of Nevada, Division of State Lands and Carson City for sewer line, roadway and drainage improvements needed for the construction and maintenance of the Clear Creek Avenue Sewer Project across APN 009-241-19. (Dan Stucky; DStucky@carson.org and Stephanie Hicks; SHicks@carson.org)

Staff Summary: The Clear Creek Avenue Sewer Project design is at 100% and construction is anticipated for summer of 2018. Carson City staff has been coordinating with the Washoe Tribe, BIA, American Home Baptist Mission Society, and Nevada State Lands to secure the needed easements for sewer line, roadway and drainage improvements. The easement annual use fee is \$250.00 per year for the next 5 years. The easement totals approximately 1,190 square feet and is necessary in order to allow Carson City to maintain the new sewer line and associated improvements.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to approve a Non-Exclusive Utility Easement agreement between the State of Nevada, Division of State Lands and Carson City for sewer line, roadway and drainage improvements needed for the construction and maintenance of the Clear Creek Avenue Sewer Project across APN 009-241-19.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

Background/Issues & Analysis

The Clear Creek Avenue Sewer Project will install a new upsized sewer main in Clear Creek Avenue from Center Drive to Snyder Avenue. This will allow for the abandonment of the existing sewer line currently adjacent to Clear Creek and will make it easier to access and maintain the sewer line. The project will also improve Clear Creek Avenue, the roadway itself. The proposed improvements include curb/gutter and sidewalk on the south side of the road from Center Drive to Dat So La Lee Way, a cross walk, and the continuation of the curb/gutter and sidewalk on the north side of the road from Dat So La Lee Way to west of Barrington Circle. The new road surface will be from Center Drive to Snyder Avenue and will include bike lanes and parking on the north side of the roadway. Additionally, the project proposes drainage improvements on the south side of the roadway and at the existing detention basin.

While the City sewer line was originally constructed along Clear Creek Avenue and through this parcel, neither the City nor the Nevada Division of State Lands has any documentation of a right-of-way. The easement annual

use fee is \$250.00 per year for the next 5 years. The easement totals approximately 1,190 square feet and is necessary in order to allow Carson City to maintain the new sewer line and associated improvements.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 322 Use of State Lands; NRS 266.265 & 271.265; Development Standards, Street and Traffic, 12.7 Streets along Property Boundaries; Development Standards, Table 12.1, Minimum Right-of-Way Widths.

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: 510-3201-434.04-90 Property Services – Fees and Permits

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: The cost for this easement will be \$250.00 annually for the next five years.

Alternatives

Do not approve a Non-Exclusive Utility Easement agreement between the State of Nevada, Division of State Lands and Carson City for sewer line, roadway and drainage improvements needed for the construction and maintenance of the Clear Creek Avenue Sewer Project across APN 009-241-19.

Propose modified motion.

Board Action Taken:

Motion: _____

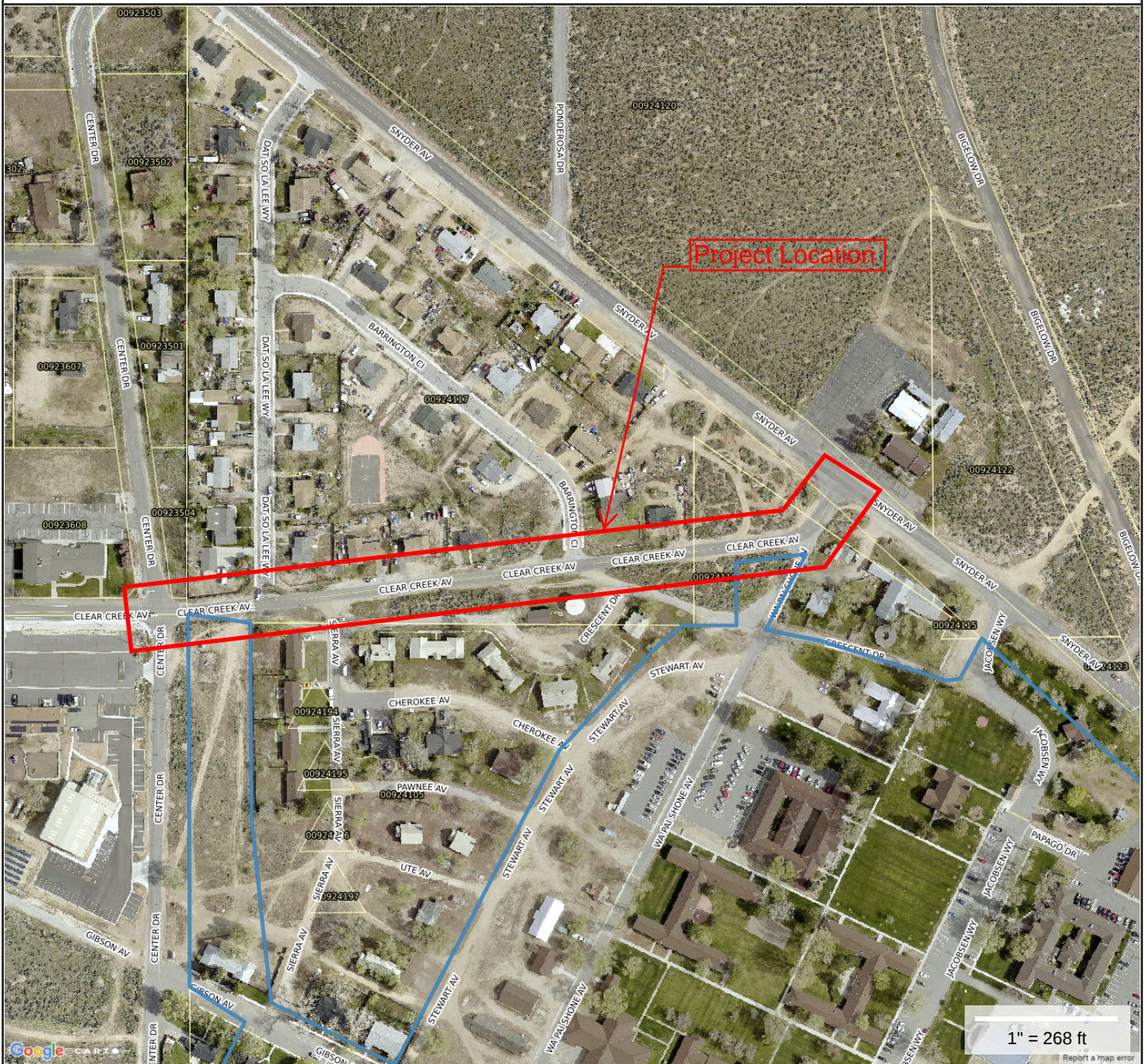
1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Clear Creek Avenue Sewer Project Location - NV Division of State Lands ROW

**Property Information**

Property ID 00924119
Location 5500 SNYDER AV
Owner STATE OF NEVADA DIV OF ST LANDS



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 04/07/2018
Properties updated 04/07/2018



BG-93, MAC, 5849/15156
Carson City
A.P.N.:009-241-19

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

NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT

**CARSON CITY PUBLIC WORKS DEPARTMENT
SEWER MAIN AND IMPROVED DRAINAGE**

This Non-Exclusive Easement is made and entered into this ____ day of _____, 20__ by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, BUILDINGS & GROUNDS SECTION, hereinafter referred to as GRANTOR, and CARSON CITY PUBLIC WORKS DEPARTMENT, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Carson City Assessor's parcel number 009-241-19; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for a sewer main and improved drainage area including curb, gutter, and sidewalk; 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 32, 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 “CLEAR CREEK AVENUE SEWER EXTENSION PHASE 2 PROJECT NO. 5.0701 CLEAR CREEK AVENUE PLAN & PROFILE STA TO STA” dated 4/3/17 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 annual use fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per year to the GRANTOR for the Project [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 DECEMBER 15 every year thereafter for the entire duration of said Non-Exclusive Easement. This is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, 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: The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by 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 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:**

**Mary Crawley, Land Agent II
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. 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 should the project deviate from those specified in the GRANTEE'S application for authorization.

10. 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.

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. 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. It is also agreed by the GRANTEE per Fall 2017 consultation with SHPO to avoid any modification, harm, or damage to the historic cattle guard specified on “Sheet 1 of 2” of Exhibit “A.”

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.

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 Dept.
3505 Butti Way
Carson City, NV 89701

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 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 any time 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. ASSIGNMENT OF EASEMENT: This easement may not be assigned or transferred without prior written approval of the GRANTOR. Such approval will not be unreasonably withheld.

30. 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 be 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.

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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 _____
CHARLES DONOHUE
Administrator and State Land Registrar

APPROVED as to Form:

ADAM PAUL LAXALT
Attorney General

By _____
LORI M. STORY
Senior Deputy Attorney General

Date: _____

APPROVED:

STATE OF NEVADA
Department of Administration, Public Works Division, Buildings & Grounds Section

By _____
GUSTAVO "GUS" NUÑEZ
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: _____

ATTEST:

By: _____
SUSAN MERRIWETHER
Clerk-Recorder

Date: _____

A Municipal Corporation

Mayor

Date: _____

COUNTY OF _____)

On _____, 20__ personally appeared before me, a notary public, ROBERT L. CROWELL, Mayor, Carson City, Nevada who acknowledged that he executed the above document.

NOTARY PUBLIC

EXHIBIT "A-3"
STATE OF NEVADA

All that certain real property situate within a portion of the NW1/4 of the SE1/4 of Section 32, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, being a portion of all that certain real property as described in Grant, Bargain, Sale Deed, Document Number 188043, Official Records of Carson City, Nevada., being more particularly described as follows:

A strip of land 60.00 feet wide, the centerline of which is described as follows:

BEGINNING at a point on the westerly line of said NW1/4 of the SE1/4 from which the South-Center 1/16 corner monumented with a 3.5" BLM brass cap bears, South 0°40'51" West, 27.88 feet;

THENCE North 83°49'04" East, 1060.83 feet to the beginning of a curve to the left, having a radius of 85.00 feet;

THENCE northeasterly along said curve, through a central angle of 44°38'53", a distance of 66.24 feet to the beginning of a line that is perpendicular to the centerline of Snyder Avenue;

THENCE along said line, North 39°10'11" East, 32.29 feet to the southwesterly right of way line of said Snyder Avenue and point of termination.

The westerly sidelines of said 60.00 wide strip of land shall be extended or shortened to terminate at the southerly and westerly lines of said NW1/4 of the SE1/4. The easterly sidelines of said 60.00 wide strip of land shall have a 20.00 foot radius return concave southerly and northwesterly through central angles of 90°00'00" terminating on the southwesterly right of way line of said Snyder Avenue.

EXCLUDING THEREFROM all that real property lying outside of said property as described in Grant, Bargain, Sale Deed, Document Number 188043.

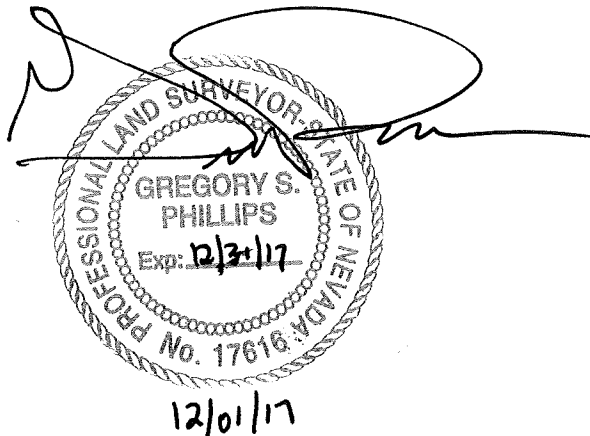
Containing 1,190 square feet, more or less.

The **BASIS OF BEARING** for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94.

Prepared by:

Lumos & Associates

Gregory S. Phillips, P.L.S. 17616
800 E. College Parkway
Carson City, NV 89706



CC 069 PER R6
N=14721812.16
E=2290971.74
GROUND
COORDINATES

FND. 3-1/2"
BLM BRASS CAP
CENTER SECTION 32

BLM
"UNREADABLE"
AP 2
1985

50' 25' 0 50' 100'
SCALE: 1"= 50'

CC 067 PER R6
N=14718808.68
E=2290895.10
GROUND
COORDINATES

FND. 3-1/2"
BLM BRASS CAP
BLM
T15N R20E
S 1/16 S32
AP STAMPING
ILLEGIBLE
1985

NOTES

1. THIS RECORD OF SURVEY WAS PREPARED AS AN EXHIBIT TO IDENTIFY THE PROPOSED PUBLIC RIGHT OF WAY AND UTILITY EASEMENTS FOR CLEAR CREEK AVENUE AND A STORM DRAIN EASEMENT AREA SHOWN AS INFILTRATION AREA HEREON.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94, CARSON CITY DATUM PER R6. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000200.

LEGEND

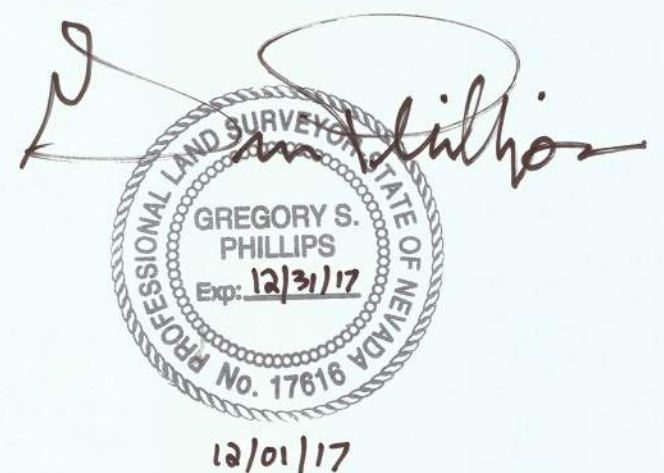
- FOUND 5/8" REBAR NO CAP PLS 6200, UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8" REBAR W/ TAG RLS 1350
- SET 5/8" REBAR AND ALUMINUM CAP, PLS 17616
- (M) MEASURED COURSE AND DISTANCE
- (R1) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT

SURVEYOR'S CERTIFICATE

I, GREGORY S. PHILLIPS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR LUMOS AND ASSOCIATES, INC., CERTIFY THAT:

- 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY PUBLIC WORKS.
- 2) THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SOUTHEAST 1/4 SECTION 32, T.15 N., R.20 E., M.D.M., CARSON CITY, NEVADA AND THE SURVEY WAS COMPLETED ON DECEMBER 1, 2017.
- 3) THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- 4) THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.
- 5) THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH NRS 625.340 AND NO NEW LOTS ARE BEING CREATED.

GREGORY S. PHILLIPS, P.L.S.
NEVADA CERTIFICATE No. 17616



CC 069 PER R6
N=14721812.16
E=2290971.74
GROUND
COORDINATES

CC 067 PER R6
N=14718808.68
E=2290895.10
GROUND
COORDINATES

FND. 3-1/2"
BLM BRASS CAP
BLM
T15N R20E
S 1/16 S32
AP STAMPING
ILLEGIBLE
1985

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LEGEND

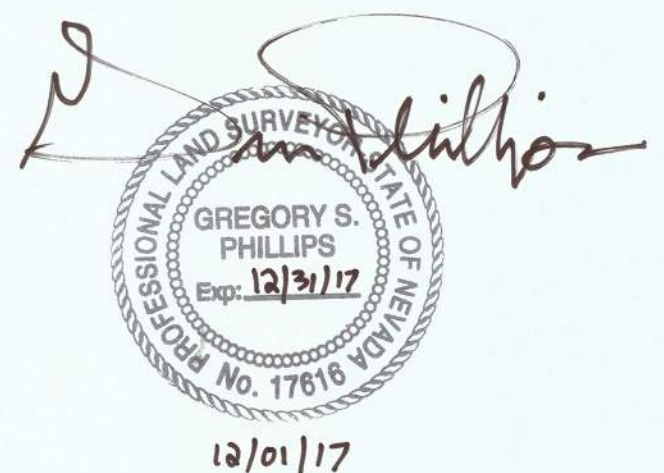
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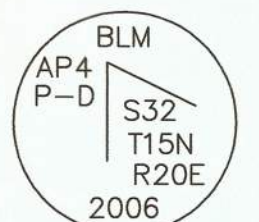
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- 4) THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.
- 5) THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH NRS 625.340 AND NO NEW LOTS ARE BEING CREATED.

GREGORY S. PHILLIPS, P.L.S.
NEVADA CERTIFICATE No. 17616



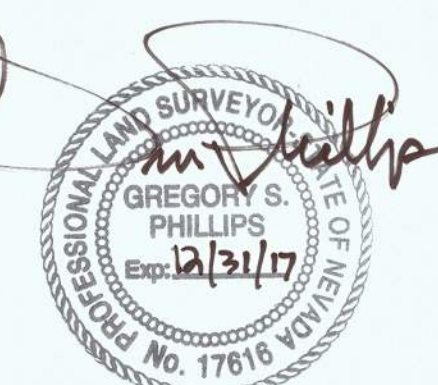
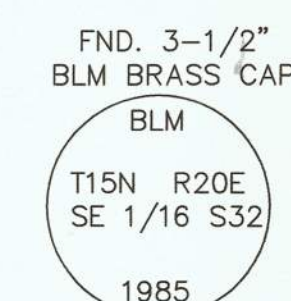
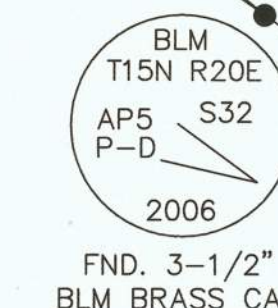
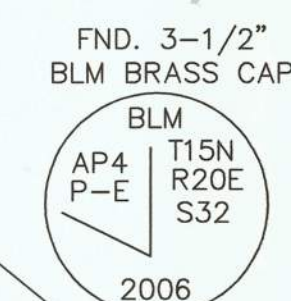


FND. 3-1/2"
BLM BRASS CAP

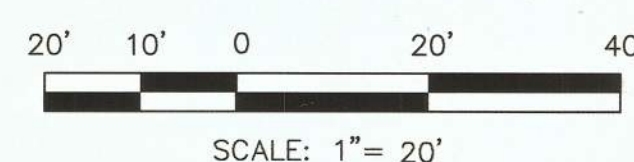
REFERENCE DOCUMENTS

1. MAP SUPPORTING RIGHT OF WAY APPLICATION, MAP #2730
2. ORMSBY COUNTY ROAD EXTENSION MAP, MAP #302
3. DEPENDENT RESURVEY AND SUBDIVISIONS OF A PORTION OF TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., ACCEPTED BY THE BUREAU OF LAND MANAGEMENT ON MARCH 16, 1987
4. DEPENDENT RESURVEY, SUBDIVISION AND METES-AND-BOUNDS SURVEY OF A PORTION OF TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., ACCEPTED BY THE BUREAU OF LAND MANAGEMENT ON DECEMBER 11, 2007
5. GRANT, BARGAIN, SALE DEED, DOCUMENT #188043
6. RECORD OF SURVEY FOR CARSON CITY, MAP #2749
7. RECORD OF SURVEY FOR CARSON CITY, MAP #2864
8. GRANT, BARGAIN, SALE DEED, DOCUMENT #188042
9. GRANT DEED, BOOK 36, PAGE 569, APRIL 20, 1916
10. GRANT DEED, BOOK 37, PAGE 454-455, JUNE 16, 1923

ALL OFFICIAL RECORDS OF CARSON CITY, NEVADA, EXCLUDING 3 AND 4



12/01/17



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94, CARSON CITY DATUM PER R41. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000200.

LEGEND

- FOUND 5/8" REBAR NO CAP PLS 6200, UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8" REBAR W/ TAG RLS 1350
- SET 5/8" REBAR AND ALUMINUM CAP, PLS 17616
- (M) MEASURED COURSE AND DISTANCE
- (R1) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT

RECORD OF SURVEY

FOR CARSON CITY PUBLIC WORKS

PUBLIC RIGHT OF WAY AND UTILITY EASEMENT FOR A PORTION
OF CLEAR CREEK AVENUE LYING IN
A PORTION OF THE SE 1/4 OF SECTION 32
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY

NEVADA

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& ASSOCIATES
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CARSON CITY, NV 89706
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Drawn By : GSP
Sheet : 2 of 2
Job No. : 9041.000 TASK 004