

STAFF REPORT

Report To: Board of Supervisors

Meeting Date: October 18, 2018

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: To adopt the following Resolutions Consenting to Relinquishments and Land Transfer Agreements between Carson City and the State of Nevada, Department of Transportation for: 1. Approximately 1.83 miles of South Carson Street including portions of frontage road extending from the northerly right-of-way line of IR-580 to the southerly right-of-way line of Fairview Drive; 2. Approximately 1,485 feet of frontage road extending from Arthur Street to south of Clear Creek Avenue; 3. Approximately 1 mile of Snyder Avenue extending east from the easterly line of South Carson Street; and 4. Eighteen (18) surplus parcels located along the IR-580 corridor from Colorado Street to South Carson Street. (Dan Stucky, DStucky@carson.org; Lucia Maloney, LMaloney@carson.org; and Stephanie Hicks, SHicks@carson.org)

Staff Summary: In August 2017, State of Nevada, Department of Transportation (NDOT) opened Phase 2B-3 of the Carson City Freeway completing the link between Reno and Carson City. In 2016 Carson City entered into Highway Agreement No. R386-04-002 with NDOT, where Carson City agreed to take ownership of right-of-way on South Carson Street, the frontage roads, Snyder Avenue and additional surplus parcels that are listed in the supporting documentation. These resolutions of consent are the beginning of the formal process that is followed in order for NDOT to begin its preparation of the detailed resolutions of relinquishment that will be taken to the NDOT Board.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

I move to adopt the four resolutions consenting to relinquishments and land transfer agreements between Carson City and the State of Nevada, Department of Transportation as described on the record.

Board's Strategic Goal

Quality of Life

Previous Action

April 1, 1997 - Board of Supervisors and NDOT entered into Agreement No. R159-97-060 to facilitate the construction of Phase 1 of the Carson City Freeway (Carson City Bypass), which included preliminary engineering, right-of-way acquisition, construction, and construction engineering.

October 14, 2004 - Board of Supervisors and NDOT entered into Agreement No. R386-04-002, constituting Amendment No. 1 to Agreement No. R159-97-060, for the purpose of addressing construction of Phase 2 of the Carson City Freeway (Carson City Bypass) and addressing Carson's financial contribution to Phase 2.

December 27, 2007 - Board of Supervisors and NDOT entered into Amendment No. 2 to Agreement No. R159-97-060 as amended by Agreement No. R386-04-002, in order to modify Carson City's remaining Phase 1 funding obligation by identifying certain portions of State highways, along with attendant maintenance responsibilities to be relinquished to Carson City by NDOT.

September 4, 2009 - Board of Supervisors and NDOT entered into Amendment No. 3 to Agreement No. R159-97-060 as amended by Agreement No. R386-04-002, in order to modify Carson City's remaining Phase 2 funding obligation, whereby State highways, along with attendant maintenance responsibilities, were relinquished to Carson City.

August 10, 2016 - Board of Supervisors and NDOT entered into Amendment No. 4 to Agreement R159-97-060 as amended by Highway Agreement No. R386-04-002, to provide for the transfer from NDOT to Carson City of portions of State Highways and their attendant maintenance duties, obligations, and responsibilities, and in order to modify Carson City's remaining funding obligations for Phase 2 of the Carson City Freeway.

Background/Issues & Analysis

In April 1997, Carson City and NDOT entered into an agreement to facilitate the construction of Phase 1 of the Carson City Freeway (Carson City Bypass), a limited access freeway passing downtown Carson City on the east side of Carson City, from US-395 north at Lakeview Hill to the intersection of US-395/US-50 south. Several amendments to the agreement transpired over the years which identified maintenance responsibilities and funding obligations, as well as right-of-way and parcels to be relinquished to Carson City upon completion of the bypass.

In August 2017, NDOT opened Phase 2B-3 of the Carson City Freeway completing the link between Reno and Carson City. In anticipation of receipt of the South Carson Street right-of-way, in July of 2016 Carson City embarked on a planning effort, the South Carson Street Complete Streets Corridor Study, to evaluate 2.5 miles of South Carson Street for conceptual design alternatives. The study was completed in June of 2017 and provided a recommended conceptual design which was vetted and approved by the public. The Carson City Gateway: South Carson Street Complete Street Project includes a corridor-wide road diet, narrowed travel lanes, a modern roundabout, a multi-use path with landscaping buffer, dedicated bicycle facilities, pedestrian safety measures, ADA-compliant sidewalks and curb ramps, gray and green stormwater infrastructure, lighting fixtures, new signals, and fiber optic communications.

In October 2017, Carson City submitted an application for a \$7.5 million Transportation Investment Generating Economic Recovery (TIGER) Grant in order to implement the Carson City Gateway: South Carson Street Complete Streets Project. In March of 2018, Carson City was notified of award of the \$7.5 million which will be used to transform South Carson Street from a state-owned major arterial into a calmer, City-owned multimodal street.

Pursuant to the previously approved agreements, on April 30, 2018, NDOT submitted the Resolution Consenting to Relinquishment and Land Transfer Agreement for the remaining four areas to be relinquished to the City. The Department of Transportation, Board of Directors will need to hear and approve these relinquishments in order to finalize the transfer of right-of-way and land. Following this approval, NDOT will provide to the City all documentation related to the relinquished right-of-way and surplus parcels including lease and license documentation, legal descriptions, right-of-way maps, active permits, maintenance records, as-built plans and structural details.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180 Interlocal Contracts; NRS 408.527 Procedure for relinquishment of roadways

Financial Information	<u>l</u>	
Is there a fiscal impact?	Yes	🖂 No
	_	

If yes, account name/number:

Staff Report	
--------------	--

Is it currently budgeted? \Box Yes \boxtimes No

Explanation of Fiscal Impact:

<u>Alternatives</u>

Do not move to adopt Resolutions.

Propose modified motion.

Board Action Taken:

Motion:

1) _____ Aye/Nay ____

(Vote Recorded By)



STATE OF NEVADA DEPARTMENT OF TRANSPORTATION 1263 S. Stewart Street Carson City, Nevada 89712

BRIAN SANDOVAL Governor April 30, 2018

RUDY MALFABON, P.E., Director

In Reply, Refer to:

CARSON CITY LUCIA MALONEY TRANSPORTATION MANAGER 3505 BUTTI WAY CARSON CITY NV 89701 Resolution Consenting to Relinquishment Road Transfer No.: RT 16-02A1 All of Route: SR-529 (Carson Street) Parcel: S-529-CC-000.157 RT1

Dear Ms. Maloney:

Please find enclosed is a Resolution Consenting to Relinquishment and Land Transfer Agreement for Road Transfer Parcel S-529-CC-000.157 RT1 owned by the Nevada Department of Transportation located in Carson City, Nevada.

Please present the Consent to Carson City Board of Supervisors, obtain the required signatures and return it to me at 1263 S. Stewart Street, Carson City, NV 89712 at your earliest convenience. I may be contacted at (775) 888-7195 or by email at <u>Dcallahan@dot.nv.gov</u> should you have questions regarding this land transfer.

Sincerely,

allahan

Diana Callahan Staff Specialist, Acquisitions

dtc/ak Enclosure

CC:

G. Shull, Assistant Chief Right-of-Way Agent

- J. Henkelman, Manager PLS Right-of-Way
- S. Hicks, Real Property Manager

302 [CC]

Control Section: CC-02 Routes: SR-529 (Carson Street) and FRCC01 frontage road Road Transfer No.: RT 16-02A1 Surplus Parcel: S-529-CC-000.157 RT1

RESOLUTION CONSENTING TO RELINQUISHMENT AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish all of SR-529 (Carson Street) including portions of FRCC01 frontage road, lying within Carson City, State of Nevada, extending from the northerly right-of-way line of IR-580 at approximate Highway Engineer's Station "PE" 47+23.75 P.O.T. to the southerly right-of-way line of Fairview Drive at approximate Highway Engineer's Station "PE" 143+95.16 P.O.T., a distance of approximately 1.83 miles, said right-of-way is delineated and identified as Parcel S-529-CC-000.157 RT1 on EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, the Carson City Board of Supervisors desires that the aforesaid highway be relinquished to Carson City; and

WHEREAS, Carson City has requested the relinquishment of aforesaid highway for the purpose of a transportation facility; and

WHEREAS, Carson City has agreed to accept the relinquishment of said right-of-way for the aforesaid SR-529 (Carson Street) together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the Carson City Board of Supervisors does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to Carson City, all of SR-529 (Carson Street) including portions of FRCC01 frontage road, lying within Carson City, State of Nevada, extending from the northerly right-of-way line of IR-580 at approximate Highway Engineer's Station "PE" 47+23.75 P.O.T. to the southerly right-of-way line of Fairview Drive at approximate Highway Engineer's Station "PE" 143+95.16 P.O.T., a distance of approximately 1.83 miles, said right-of-way is delineated and identified as Parcel S-529-CC-000.157 RT1 on EXHIBIT "A" attached hereto and made a part hereof.

The parties acknowledge that no relinquishment can occur until the Department of Transportation,

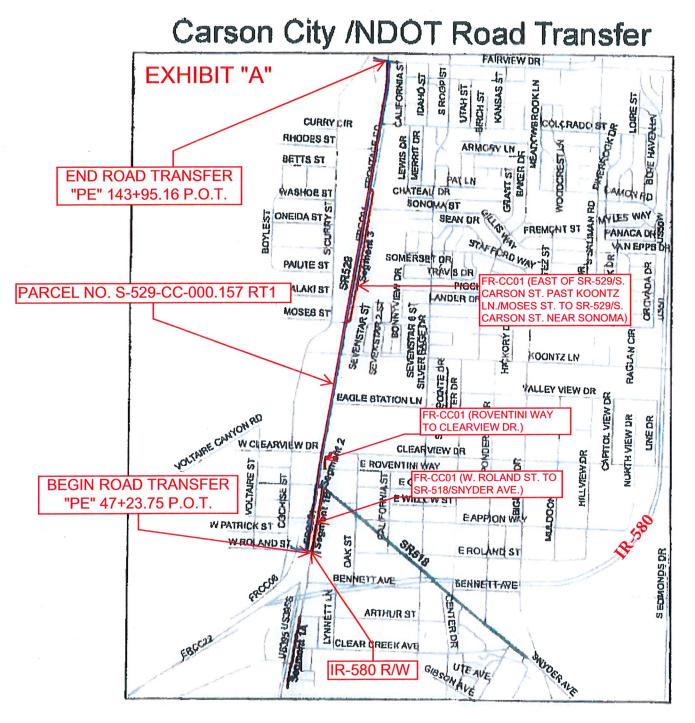
Board of Directors approves of this relinquishment.

IN WITNESS WHEREOF the parties hereto	ave executed this agreement dated this
REVIEWED AND RECOMMENDED BY:	REVIEWED AND RECOMMENDED BY:
Board of Supervisors Chairperson	Chief Right-of-Way Agent
APPROVED FOR LEGALITY AND FORM:	APPROVED AS TO LEGALITY AND FORM:
Carson City District Attorney	Deputy Attorney General
ATTEST:	
Clerk-Recorder	
S T A T E	STATE OF NEVADA acting by and through its Department of Transportation
S E A L	Director
STATE OF NEVADA CARSON CITY	
On this day of the undersigned, a Notary Public in and for Carson Ci	, 20, personally appeared before me, ity, State of Nevada,personally

known (or proved) to me to be the ______Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he/she affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S	IN WITNESS WHEREOF I have hereunto
E	set my hand and affixed my official seal the day
А	and year in this certificate first above written.
L	

RT 16-02A1







STATE OF NEVADA

1263 S. Stewart Street Carson City, Nevada 89712

BRIAN SANDOVAL Governor April 30, 2018

RUDY MALFABON, P.E., Director

In Reply, Refer to:

CARSON CITY LUCIA MALONEY TRANSPORTATION MANAGER 3505 BUTTI WAY CARSON CITY NV 89701 Resolution Consenting to Relinquishment Road Transfer No.: RT 16-02A2 Project No.: MG-395-1(006) Parcel: U-395-CC-000.159 RT1

Dear Ms. Maloney:

Please find enclosed is a Resolution Consenting to Relinquishment and Land Transfer Agreement for Road Transfer Parcel U-395-CC-000.159 RT1 owned by the Nevada Department of Transportation located in Carson City, Nevada.

Please present the Consent to Carson City Board of Supervisors, obtain the required signatures and return it to me at 1263 S. Stewart Street, Carson City, NV 89712 at your earliest convenience. I may be contacted at (775) 888-7195 or by email at <u>Dcallahan@dot.nv.gov</u> should you have questions regarding this land transfer.

Sincerely,

2 Callcha

Diana Callahan Staff Specialist, Acquisitions

dtc/ak

Enclosure

- cc: G. Shull, Assistant Chief Right-of-Way Agent
 - J. Henkelman, Manager PLS Right-of-Way
 - S. Hicks, Real Property Manager

302 [CC]

Control Section: CC-04 Route: US-395 (FRCC01 frontage road) Project: MG-395-1(006) E.A.: 71366 Ptn. of Parcels: U-050-CC-007.513 and U-050-CC-007.537 Road Transfer No.: RT 16-02A2 Surplus Parcel: U-395-CC-000.159 RT1

RESOLUTION CONSENTING TO RELINQUISHMENT AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish a portion of FRCC01 frontage road along the east side of US-395 lying within Carson City, State of Nevada, extending from approximate Highway Engineer's Station "XN" 614+75.09 P.O.T., 0.096 miles south of Clear Creek Avenue (formerly known as Lupin Drive) to approximate Highway Engineer's Station "XN" 629+59.61 P.O.T. at Arthur Street, a distance of approximately 1,485 feet, said right-of-way is delineated and identified as Parcel U-395-CC-000.159 RT1 on EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, the Carson City Board of Supervisors desires that the aforesaid portion of said highway be relinquished to Carson City; and

WHEREAS, Carson City has requested the relinquishment of aforesaid portion of highway for the purpose of a transportation facility; and

WHEREAS, Carson City has agreed to accept the relinquishment of said right-of-way for the aforesaid portion of FRCC01 frontage road together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the Carson City Board of Supervisors does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to Carson City, that portion of FRCC01 frontage road along the east side of US-395 lying within Carson City, State of Nevada, extending from approximate Highway Engineer's Station "XN" 614+75.09 P.O.T., 0.096 miles south of Clear Creek Avenue (formerly known as Lupin Drive) to approximate Highway Engineer's Station "XN" 614+75.09 P.O.T., 0.096 miles south of Clear Creek Avenue (formerly known as Lupin Drive) to approximate Highway Engineer's Station "XN" 629+59.61 P.O.T. at Arthur Street, a distance of approximately 1,485 feet, said right-of-way is delineated and identified as Parcel U-395-CC-000.159 RT1 on-EXHIBIT "A" attached hereto and made a part hereof.

The parties acknowledge that no relinquishment can occur until the Department of Transportation,

Board of Directors approves of this relinquishment.

IN WITNESS WHEREOF the parties hereto have executed this agreement dated this _____. day of ______, 20___.

REVIEWED AND RECOMMENDED BY:	REVIEWED AND RECOMMENDED BY:
Board of Supervisors Chairperson	Chief Right-of-Way Agent
APPROVED FOR LEGALITY AND FORM:	APPROVED AS TO LEGALITY AND FORM:
Carson City District Attorney	Deputy Attorney General
ATTEST:	
Clerk-Recorder	_
S T A T E	STATE OF NEVADA acting by and through its Department of Transportation
S E A L	Director
STATE OF NEVADA	

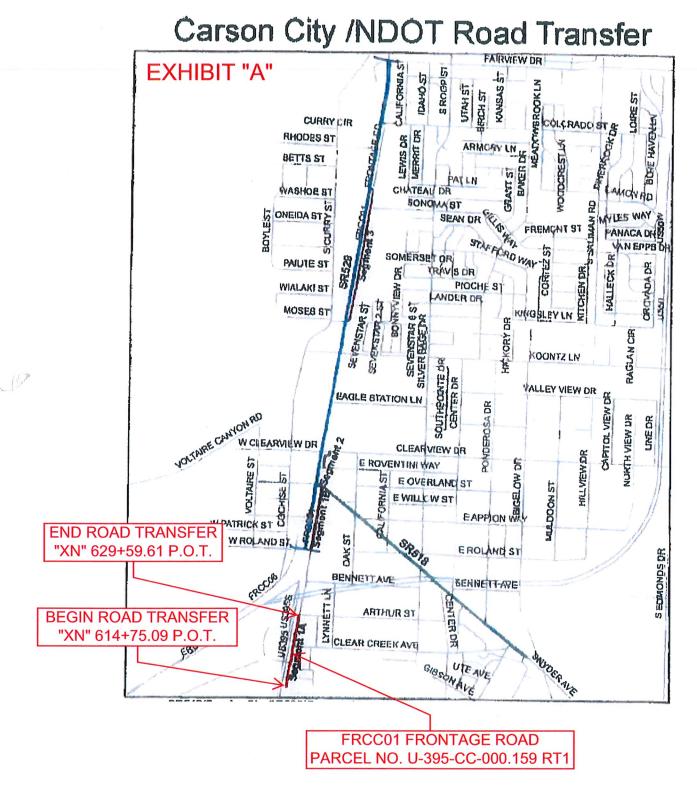
CARSON CITY

S E A L

On this ______day of ______, 20___, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, _______personally known (or proved) to me to be the _______Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he/she affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto
set my hand and affixed my official seal the day and year in this certificate first above written.
•

RT 16-02A2







STATE OF NEVADA DEPARTMENT OF TRANSPORTATION 1263 S. Stewart Street

Carson City, Nevada 89712

BRIAN SANDOVAL Governor April 30, 2018

RUDY MALFABON, P.E., Director

In Reply, Refer to:

CARSON CITY LUCIA MALONEY TRANSPORTATION MANAGER 3505 BUTTI WAY CARSON CITY NV 89701 Resolution Consenting to Relinquishment Road Transfer No.: RT 16-02A3 All of Route: SR-518 (Snyder Ave.) Parcel: S-518-CC-000.040 RT1

Dear Ms. Maloney:

Please find enclosed is a Resolution Consenting to Relinquishment and Land Transfer Agreement for Road Transfer Parcel S-518-CC-000.040 RT1 owned by the Nevada Department of Transportation located in Carson City, Nevada.

Please present the Consent to Carson City Board of Supervisors, obtain the required signatures and return it to me at 1263 S. Stewart Street, Carson City, NV 89712 at your earliest convenience. I may be contacted at (775) 888-7195 or by email at <u>Dcallahan@dot.nv.gov</u> should you have questions regarding this land transfer.

Sincerely,

allahan

Diana Callahan Staff Specialist, Acquisitions

dtc/ak

Enclosure

- cc: G. Shull, Assistant Chief Right-of-Way Agent
 - J. Henkelman, Manager PLS Right-of-Way
 - S. Hicks, Real Property Manager

Control Section: CC-12 Route: SR-518 (Snyder Avenue) Road Transfer No.: RT 16-02A3 Surplus Parcel: S-518-CC-000.040 RT1

RESOLUTION CONSENTING TO RELINQUISHMENT AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish all of SR-518 (Snyder Avenue) lying within Carson City, State of Nevada, extending from the easterly right-of-way line of SR-529 (Carson Street) at approximate Highway Engineer's Station "SY" 27+00.00 P.O.T. to approximate Highway Engineer's Station "SY" 76+74.03 P.O.T., a distance of approximately 1 mile, said right-of-way is delineated and identified as Parcel S-518-CC-000.040 RT1 on EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, the Carson City Board of Supervisors desires that the aforesaid highway be relinquished to Carson City; and

WHEREAS, Carson City has requested the relinquishment of aforesaid highway for the purpose of a transportation facility; and

WHEREAS, Carson City has agreed to accept the relinquishment of said right-of-way for the aforesaid SR-518 (Snyder Avenue) together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the Carson City Board of Supervisors does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to Carson City, all of SR-518 (Snyder Avenue) lying within Carson City, State of Nevada, extending from the easterly right-of-way line of SR-529 (Carson Street) at approximate Highway Engineer's Station "SY" 76+74.03 P.O.T., a distance of approximately 1 mile, said right-of-way is delineated and identified as Parcel S-518-CC-000.040 RT1 on EXHIBIT "A" attached hereto and made a part hereof.

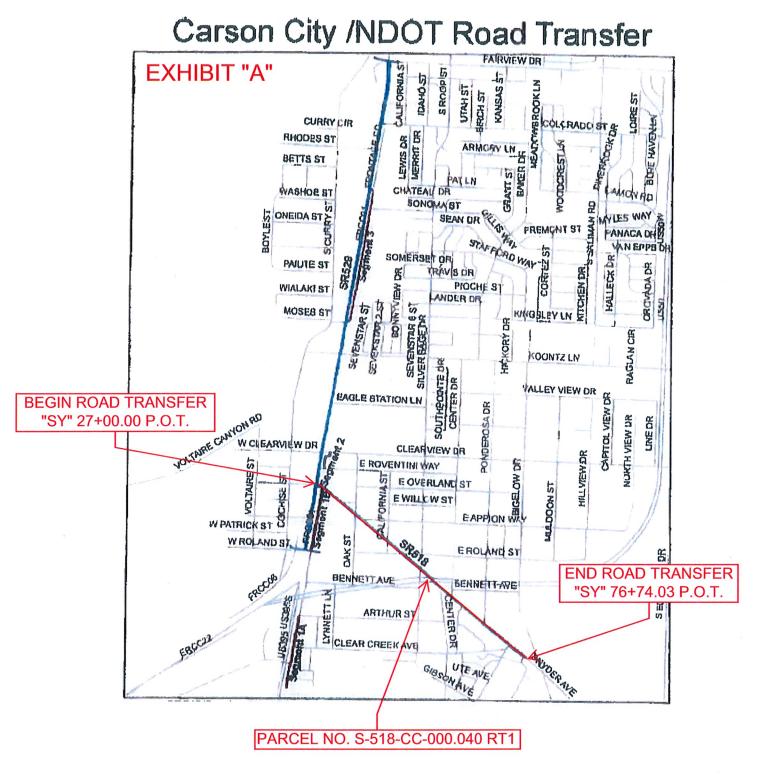
The parties acknowledge that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.

	ave executed this agreement dated this
day of, 20	
REVIEWED AND RECOMMENDED BY:	REVIEWED AND RECOMMENDED BY:
Board of Supervisors Chairperson	Chief Right-of-Way Agent
APPROVED FOR LEGALITY AND FORM:	APPROVED AS TO LEGALITY AND FORM:
Carson City District Attorney	Deputy Attorney General
ATTEST:	
Clerk-Recorder	
S T A T E	STATE OF NEVADA acting by and through its Department of Transportation
S E A L	Director
STATE OF NEVADA CARSON CITY	
the undersigned, a Notary Public in and for Carson Ci known (or proved) to me to be theDirector of Nevada who subscribed to the above instrument for the authorization of Nevada Revised Statutes, Chapter 40	of the Department of Transportation of the State of ne Nevada Department of Transportation under 08.205; that he/she affirms that the seal affixed to said id instrument was executed for the Nevada Department of
S E A	IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

٩		,
I		

E A L

RT 16-02A3





7



BRIAN SANDOVAL Governor

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street Carson City, Nevada 89712

April 30, 2018

RUDY MALFABON, P.E., Director

In Reply, Refer to:

Resolution Consenting to Relinquishment

CARSON CITY LUCIA MALONEY TRANSPORTATION MANAGER 3505 BUTTI WAY CARSON CITY NV 89701

Carson City Property Exchange Project: MG-395-1(006) E.A.: 71366 Parcels: U-050-CC-007.553 EX1, 007.620 EX1. 007.653 EX1, 007.715 EX1, 007.716 EX1, 007.746 EX1, 007.780 EX1, 007.780 EX2, 007.999 EX1, 009.091 EX1, 009.330 EX1, 009.393 EX1, 009.453PE EX1, 009.453PE EX1, 009.759 EX1, 009.824 EX1, 010.019 EX1, 010.400PE EX1

Dear Ms. Maloney:

Please find enclosed is a Resolution Consenting to Relinquishment and Land Transfer Agreement for the above surplus parcels owned by the Nevada Department of Transportation located in Carson City, Nevada, pursuant to Interlocal Agreement No. PR251-12-015.

Please present the Consent to the Carson City Board of Supervisors for approval, obtain the required signatures and return it to me at 1263 S. Stewart Street, Carson City, NV 89712 at your earliest convenience. I may be contacted at (775) 888-7195 or by email at <u>Dcallahan@dot.nv.gov</u> should you have questions regarding this land transfer.

Sincerely,

allalan

Diana Callahan Staff Specialist, Acquisitions

dtc/

CC:

Enclosures

- G. Shull, Assistant Chief Right-of-Way Agent
 - J. Henkelman, Manager PLS, R/W
 - S. Hicks, Real Property Manager

302 (City)

Ptns. of Assessor's Book 9 Page 19 Book 9 Page 20 Book 9 Page 21 Book 9 Page 23 Book 10 Page 6 Book 10 Page 13 Book 10 Page 14 Book 10 Page 15 Book 10 Page 18 Book 10 Page 19 Control Section: CC-18 Route: IR-580/US-50/US-395 Project: MG-395-1(006) E.A.: 71366 Ptn. of Parcels: U-050-CC-007.553 U-050-CC-007.653 U-050-CC-007.715 U-050-CC-007.746 U-050-CC-007.904 U-050-CC-007.968 U-050-CC-009.091 U-050-CC-009.330 U-050-CC-009.759 U-050-CC-009.824 U-050-CC-010.019 U-050-CC-010.400PE Ptns. of Parcels: U-050-CC-007.780 U-050-CC-007.999 U-050-CC-009.393 U-050-CC-009.453PE All of Parcels: U-050-CC-007.620 U-050-CC-007.716 Exchange Parcels: U-050-CC-007.553 EX1 U-050-CC-007.620 EX1 U-050-CC-007.653 EX1 U-050-CC-007.715 EX1 U-050-CC-007.716 EX1 U-050-CC-007.746 EX1 U-050-CC-007.780 EX1 U-050-CC-007.780 EX2 U-050-CC-007.999 EX1 U-050-CC-009.091 EX1 U-050-CC-009.330 EX1 U-050-CC-009.393 EX1 U-050-CC-009.453PE EX1 U-050-CC-009.453PE EX2 U-050-CC-009.759 EX1 U-050-CC-009.824 EX1 U-050-CC-010.019 EX1 U-050-CC-010.400PE EX1

RESOLUTION CONSENTING TO RELINQUISHMENT AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish parcels of land lying within Carson City, State of Nevada, said parcels are delineated and identified as Parcels U-050-CC-007.553 EX1, U-050-CC-007.620 EX1, U-050-CC-007.653 EX1, U-050-CC-007.715 EX1, U-050-CC-007.716 EX1, U-050-CC-007.746 EX1, U-050-CC-007.780 EX1, U-050-CC-007.780 EX2, U-050-CC-007.999 EX1, U-050-CC-009.091 EX1, U-050-CC-009.330 EX1, U-050-CC-009.393 EX1, U-050-CC-009.453PE EX1, U-050-CC-009.453PE EX2, U-050-CC-009.759 EX1, U-050-CC-009.824 EX1, U-050-CC-010.019 EX1, U-050-CC-010.400PE EX1 on EXHIBITS "A" through "F", inclusive attached hereto and made a part hereof; and

WHEREAS, the Carson City Board of Supervisors desires that the aforesaid parcels of land be relinquished to Carson City; and

WHEREAS, Carson City has requested the relinquishment of aforesaid parcels of land for the purpose of a transportation facility; and

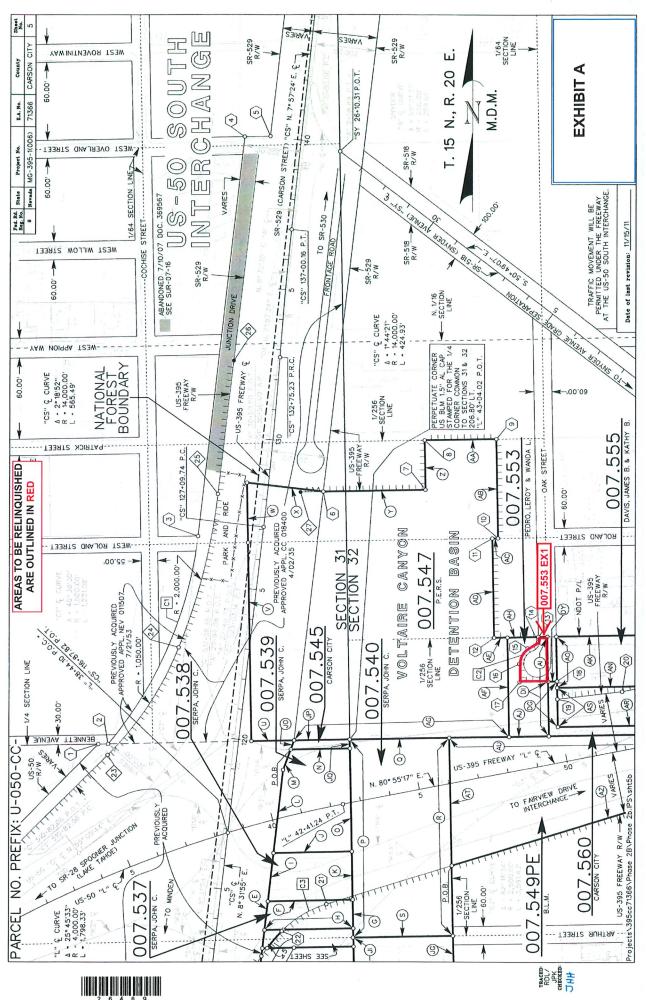
WHEREAS, Carson City has agreed to accept the relinquishment of said parcels of land together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

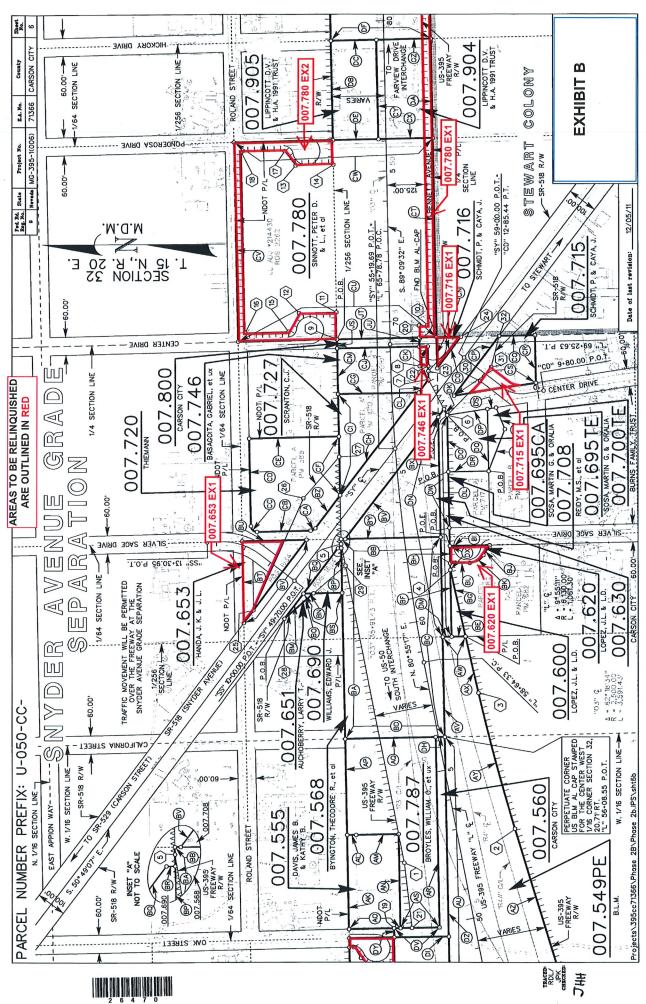
NOW THEREFORE be it resolved that the Carson City Board of Supervisors, does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to Carson City, those portions of land lying within Carson City, State of Nevada, delineated and identified as Parcels U-050-CC-007.553 EX1, U-050-CC-007.620 EX1, U-050-CC-007.653 EX1, U-050-CC-007.715 EX1, U-050-CC-007.716 EX1, U-050-CC-007.746 EX1, U-050-CC-007.780 EX1, U-050-CC-007.780 EX2, U-050-CC-007.999 EX1, U-050-CC-009.091 EX1, U-050-CC-009.330 EX1, U-050-CC-009.393 EX1, U-050-CC-009.453PE EX1, U-050-CC-009.453PE EX2, U-050-CC-009.759 EX1, U-050-CC-009.824 EX1, U-050-CC-010.019 EX1, U-050-CC-010.400PE EX1 on EXHIBITS "A" through "F", inclusive attached hereto and made a part hereof.

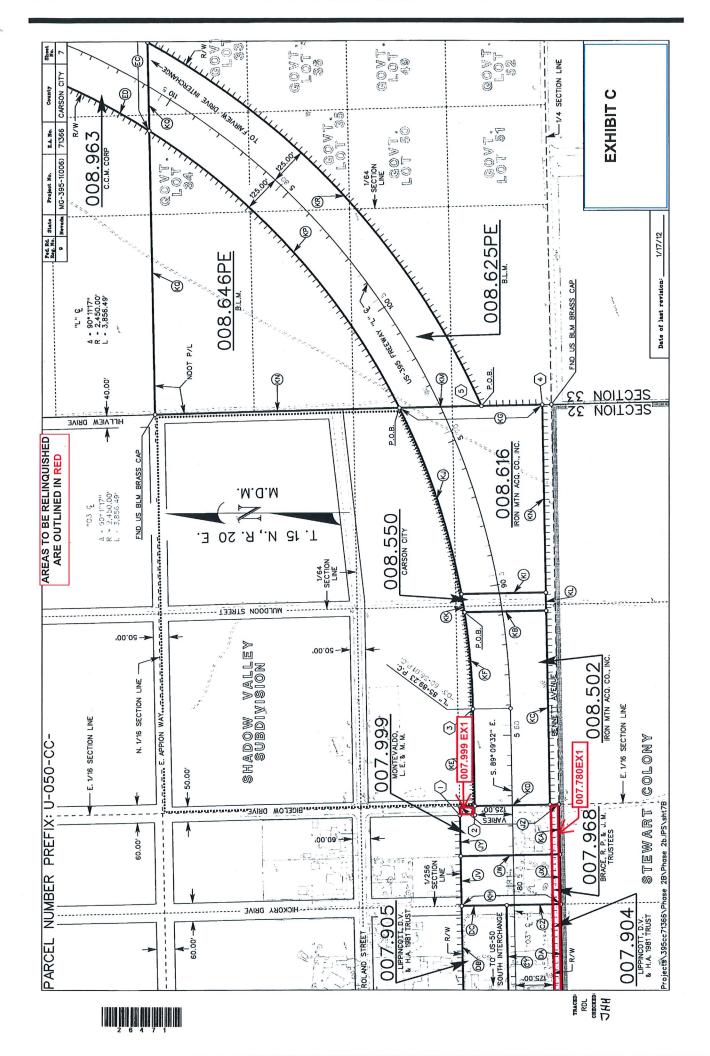
The parties acknowledge that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment. IN WITNESS WHEREOF the parties hereto have executed this agreement dated this _____.day of , 20 . ATTEST: [CITY COUNCIL/BOARD OF SUPERVISORS] City Clerk Mayor **REVIEWED AND RECOMMENDED BY:** APPROVED AS TO LEGALITY AND FORM: Chief Right-of-Way Agent Chief Deputy Attorney General Chief Counsel, Department of Transportation S Т А Т Ε S STATE OF NEVADA acting by and through its Ε Department of Transportation Α L Director STATE OF NEVADA CARSON CITY On this _____ day of _____ ____, 20___, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, ______personally known (or proved) to me to be the Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he/she affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of

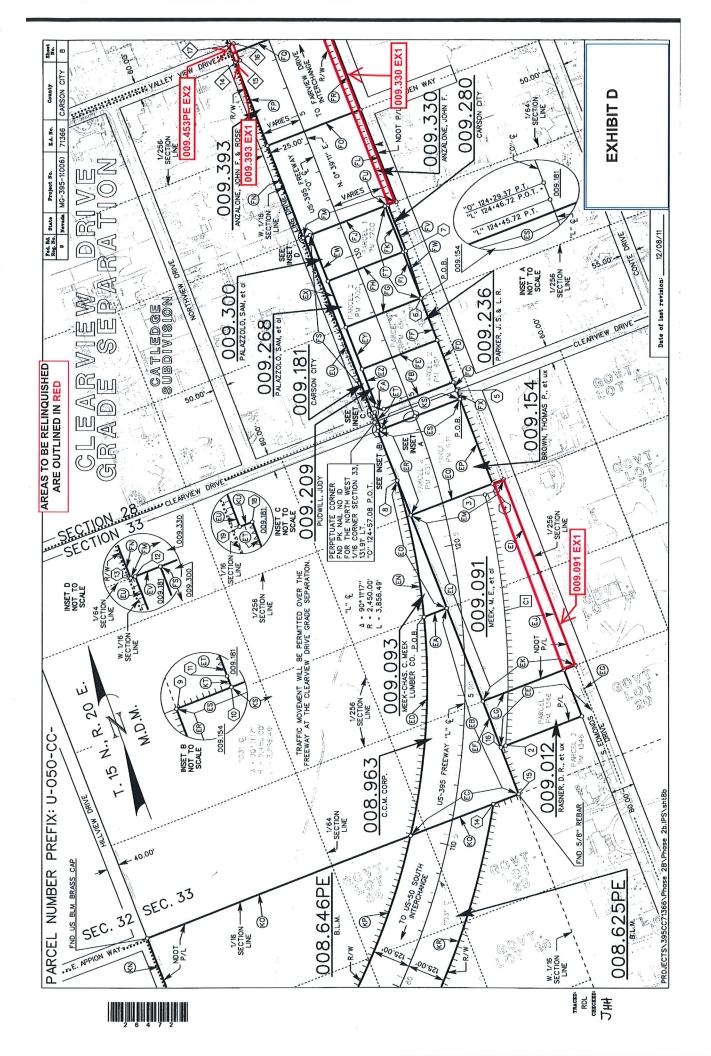
S	IN WITNESS WHEREOF I have hereunto
E	set my hand and affixed my official seal the day
A	and year in this certificate first above written.
1	

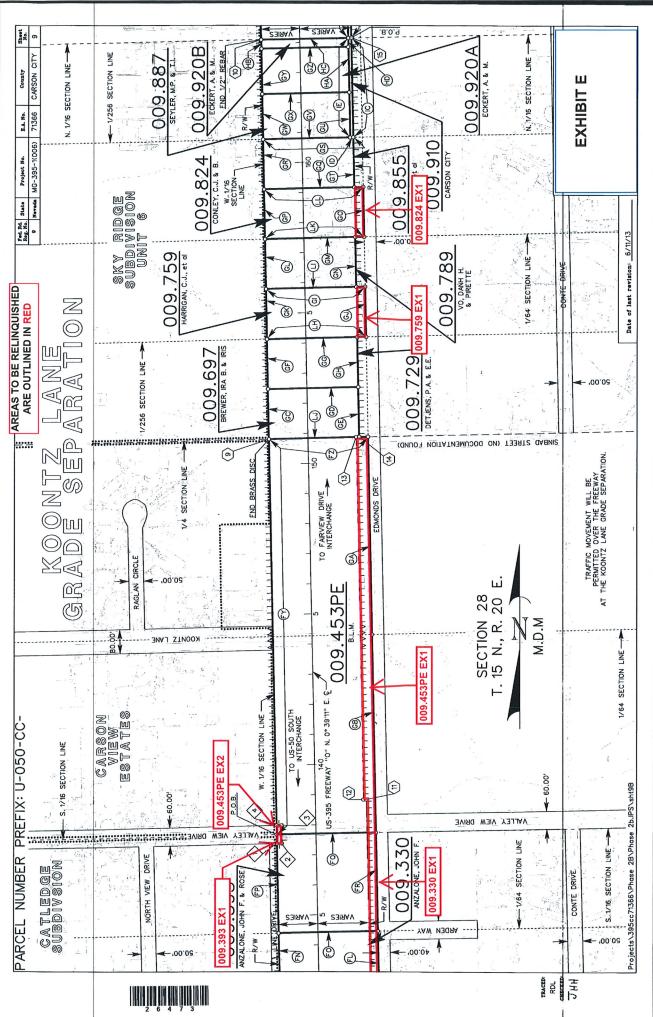
Transportation freely and voluntarily and for the uses and purposes therein mentioned.

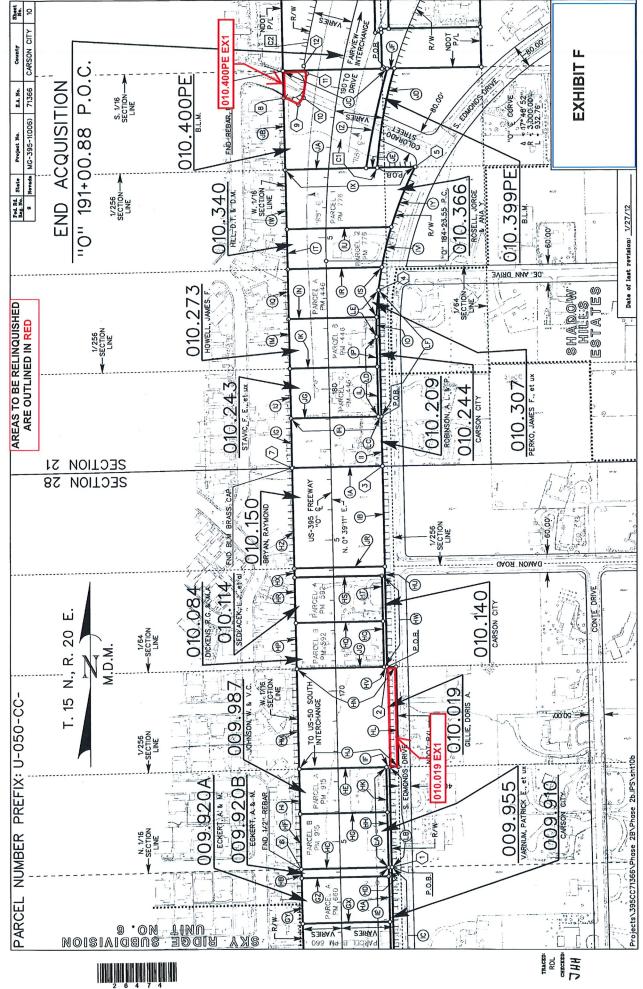














CARSON CITY NEVADA Consolidated Municipality and State Capital PUBLIC WORKS

September 27, 2018

Bob Madewell, CPM, Assistant Chief Roadway Systems, Nevada Dept. of Transportation 1263 S. Stewart Street Carson City, Nevada 89712

Subject: Carson City Freeway Right-of-Way Relinquishments & Surplus Parcel Land Transfers

Dear Bob:

Thank you for your letter dated August 23, 2018, in response to the City's questions regarding the pending right-of-way and surplus parcel transfers. While there are outstanding issues that need to be resolved in order to adequately define the right-of-way and surplus parcels being relinquished, you have explained that it is Nevada Department of Transportation's (NDOT) standard practice to only provide a strip description (from-to) for right-of-way and preliminary parcel boundaries for surplus property at this point in the relinquishment process. Therefore, in reliance on your representations, Carson City staff will proceed to take the *Consent to Relinquishment* requests forward to the Carson City Board of Supervisors.

It is our understanding that approximately 30 to 60 days after Carson City Board of Supervisors' approval of the *Resolution Consenting to Relinquishment* documents, the relinquishments will be taken to Department of Transportation, Board of Directors. At that time, the Department of Transportation, Board of Directors will be provided final sketch maps, deeds, legal descriptions, and all other documentation required for legal relinquishment of effected parcels and Right of Way. The Department of Transportation, Board of Directors approval triggers a signature by the Governor and subsequent recordation of deeds. We understand that Carson City Board of Supervisors action on the *Resolution Consenting to Relinquishment* documents their singular opportunity for action on this matter.

When the Department of Transportation, Board of Directors takes action and the property transfer is complete, Carson City expects that NDOT will promptly provide all lease and license documentation, legal descriptions, right-of-way maps, active permits, maintenance records, as-built plans, and structural details. In order for the City to meet its obligations within the Freeway Agreements, NDOT must provide the aforementioned information no later than January 1, 2019.

Please be advised that any action by the Board of Supervisors on the *Resolution Consenting to Relinquishment* documents in no way absolves NDOT's requirements to provide the above documents pursuant to the existing Carson City Freeway Agreements, including Article 1, Paragraphs 3 through 5 of Amendment 4 to Highway Agreement No. R159-97-060. Carson City expects that NDOT will fulfill all obligations under the existing freeway agreements by January 1, 2019. If you have a different understanding of NDOT's obligations, please inform me immediately.



CARSON CITY NEVADA Consolidated Municipality and State Capital PUBLIC WORKS

I accept your offer to have NDOT staff present at the Carson City Board of Supervisor's meeting to answer any questions that the Supervisors may have about the *Consent to Relinquishment* and the overall process on the right of way and surplus parcel transfers. Please prepare your staff to attend the October 18, 2018 Board of Supervisor's meeting, which starts at 8:30 a.m., located at the Sierra Room in the Carson City Community Center. Thank you for your continued cooperation.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Iucia Maloney, PMP Transportation Manager <u>LMaloney@carson.org</u> 775.283.7396

Amendment No. 4 to Highway Agreement No. R159-97-060 As Amended By Highway Agreement No. R386-04-002

This Amendment is made and entered into on 8/10/2016 , between the State of Nevada, Department of Transportation, hereinafter referred to as "NDOT", and Carson City, Nevada, a consolidated municipality under the Nevada Revised Statutes, hereinafter referred to as "CARSON".

WITNESSETH:

WHEREAS, on April 1, 1997, the parties entered into Agreement No. R159-97-060 to facilitate the construction of Phase 1 of the Carson City Freeway (Carson City Bypass), a limited access freeway passing downtown Carson City on the east side of Carson City, from US-395 north at Lakeview Hill to the intersection of US-395/US-50 south, which included preliminary engineering, right-of-way acquisition, construction, and construction engineering; and

WHEREAS, on October 14, 2004, the parties entered into Agreement No. R386-04-002, constituting Amendment No. 1 to Agreement No. R159-97-060, for the purpose of addressing construction of Phase 2 of the Carson City Freeway (Carson City Bypass) and addressing CARSON's financial contribution to Phase 2; and

WHEREAS, on December 27, 2007, the parties entered into Amendment No. 2 to Agreement No. R159-97-060 as amended by Agreement No. R386-04-002, in order to modify CARSON's remaining Phase 1 funding obligation by identifying certain portions of State highways, along with attendant maintenance responsibilities, to be relinquished to CARSON by NDOT; and

WHEREAS, on September 4, 2009, the parties entered into Amendment No. 3 to Agreement No. R159-97-060 as amended by Agreement No. R386-04-002, in order to modify CARSON's remaining Phase 2 funding obligation, whereby additional State highways, along with attendant maintenance responsibilities, were relinquished to CARSON; and

WHEREAS, NDOT has proceeded with the construction of Phase 2 of the Carson Freeway (Carson City Bypass) in four (4) sub phases – 2B-1, 2B-2, 2B-3, and 2B-4 as shown on Exhibit 1, attached hereto and incorporated herein; and

WHEREAS, sub phases 2B-1 and 2B-2 are complete, and 2B-3 will open the freeway to traffic in 2017; and

WHEREAS, sub phase 2B-4 which will provide an interchange and complete Phase 2B is not programmed to be completed as of 2016; and

WHEREAS, the parties now desire to make certain modifications and amendments to Highway Agreement No. R159-97-060 as amended by Highway Agreement No. R386-04-002, providing for the transfer from NDOT to CARSON of portions of State highways and their attendant maintenance duties, obligations and responsibilities, and provide for the modification of CARSON's remaining funding obligations for PHASE 2 of the Carson City Freeway (Carson City Bypass); and

WHEREAS, NRS 408.527 provides a procedure for the relinquishment of portions of State highways.

NOW THEREFORE, the parties agree as follows:

1. Article I, Paragraph 1, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "NDOT shall relinquish to CARSON and CARSON shall accept the ownership of those certain portions of State highways identified in Attachment "A"-

Summary of Right of Way, and Exhibit 2, attached hereto and incorporated herein, together with all of their attendant maintenance duties, obligations and responsibilities."

2. Article I, Paragraph 2, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "The maintenance duties, obligations and responsibilities for those portions of State highways identified in Attachment "A" and Exhibit 2 shall be transferred from NDOT to CARSON upon the completion and opening of Phase 2B-3 to traffic, the recordation of the Resolution Consenting to Relinquishment and Land Transfer Agreement (Relinquishment) for each portion of highway to be transferred, and Relief of Maintenance from the District Engineer."

3. Article I, Paragraph 3, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "NDOT shall provide CARSON with copies of records regarding those certain portions of State highways to be relinquished from NDOT to CARSON as identified in Attachment "A" and Exhibit 2, attached hereto and incorporated herein, which records shall include but not be limited to legal descriptions, right-of-way maps, permits, maintenance records, as-built plans, and structural details."

4. Article I, Paragraph 4, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "NDOT shall prepare, all legal descriptions and maps necessary for the relinquishment of those certain portions of State highways identified in Attachment "A" and Exhibit 2, attached hereto and incorporated herein."

5. Article I, Paragraph 5, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "NDOT shall provide CARSON with legal descriptions and maps for CARSON's review and comment prior to NDOT's relinquishment to CARSON of those portions of State highways identified in Attachment "A" and Exhibit 2, attached hereto and incorporated herein."

6. Article I, Paragraph 6, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "The parties hereto shall complete the relinquishment of those certain portions of State highways as identified in Attachment "A" and Exhibit 2, together with the relinquishment and transfer of their attendant maintenance duties, obligations and responsibilities, upon Relief of Maintenance from the District Engineer. Before relinquishment, NDOT will conduct plantmix patching and microsurfacing of the roadway, and replace of substandard curb and ADA ramps."

7. Article I, Paragraph 7, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "The parties hereto shall comport with the requirements of NRS 408.527 in facilitating NDOT's relinquishments to CARSON of those portions of State highways identified in Attachment "A" and Exhibit 2, attached hereto and incorporated herein. NDOT shall prepare a Relinquishment for issuance by its Board of Directors. Should NDOT's Board of Directors approve the Relinquishment relating to those portions of State highways identified within Attachment "A" and Exhibit 2, NDOT shall cause a certified copy or copies of the Relinquishment to be filed with CARSON's legislative body. NDOT shall record the Relinquishment in the office of the Carson City Recorder, and upon recordation, all right title and interest of NDOT in and to said portions of highway shall vest in CARSON. CARSON's duty to maintain those portions of State highways shall commence upon the recordation of the Relinquishment for each portion of State highway transferred."

8. Article I, Paragraph 11, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "NDOT shall pay CARSON a sum not to exceed Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00) upon Relinquishment relating to those portions of State highways identified within Attachment "A" and Exhibit 2, in lieu of NDOT's performance of pavement surfacing of Carson Street which was to be undertaken by NDOT, and which sum represents the estimated costs for the most appropriate pavement surfacing strategy

in accordance with current NDOT standards, including, at a minimum, a two (2) inch overlay. Through NDOT's provision of said payment, NDOT shall be deemed to have fulfilled its obligation to rehabilitate the State highway pavement from Fairview Drive in the north to the new at-grade intersection with the Carson City Freeway/U.S. Highway 50 West in the south, hereinafter referred to as Spooner Interchange.

(A) Upon recordation of the Relinquishment and Relief of Maintenance from the District Engineer, CARSON CITY shall invoice NDOT for the total sum of Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00).

The payment to CARSON CITY is being reduced to collect the outstanding balance of Invoice number 03327J0901 (\$371,152.66). Therefore, the total payment amount to CARSON CITY will be in the amount of (\$5,128,847.34).

(B) CARSON shall utilize the funds identified in Article I, Paragraph 11, of this Amendment, for improvements to include a Complete Streets Project, within the relinquished State highways area identified within Attachment "A" and Exhibit 2 only. CARSON agrees to have its Complete Streets Project under construction by the end of 2019."

9. Article I, Paragraph 12, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "NDOT shall defer until after the completion of the Carson City Freeway (Carson City Bypass), including a full interchange at Carson Street/U.S. Highway 50 West at the southern terminus of the Carson City Freeway, CARSON's payment of its remaining funding obligation of Seven Million One Hundred Twenty-Seven Thousand Three Hundred Forty and No/100 dollars (\$7,127,340.00), relating to CARSON's contribution to Phase 2 of the Carson City Bypass Project, as required pursuant to Agreement No. R159-97-060, as Amended by Agreement R386-04-002."

10. Article I, Paragraph 13, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "The parties agree that should any alternative funding sources, not yet identified, be made available for the Carson City Freeway (Carson City Bypass) Project, NDOT shall consider the application of that funding toward CARSON's funding obligations for Phase 2 of the Carson City Freeway (Carson City Bypass) Project, as required pursuant to Article II, Paragraph 4 of Agreement No. R386-04-002, said Agreement constituting Amendment No. 1 to Agreement No. R159-07-060."

11. Article I, Paragraph 15, provided in Amendment No. 3 is amended by deleting it in its entirety and inserting in its place: "All notices or other communications required or permitted to be given under Agreement No. R159-97-060, as amended by Agreement No. R386-04-002, shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below, or provided by e-mail at the address set forth below:

FOR DEPARTMENT:	Rudy Malfabon, P.E., Director Nevada Department of Transportation 1263 South Stewart Street Sparks, NV 89431 Telephone: (775) 888-7440 Fax: (775) 888-7201 E-mail: rmalfabon@dot.state.nv.us
FOR CITY:	Nick Marano, Carson City Manager Attn: Darren Schulz 3505 Butti Way Carson City, NV 89701-3498 Telephone: (775) 887-2355

Fax: (775) 887-2112 E-mail: dschulz@carson.org"

12. Article III provided in Agreement R159-97-060 is amended by adding Paragraph 17: "NDOT certifies that to the best of its knowledge, the property being relinquished to CARSON is free and clear of hazardous wastes, regulated materials or other harmful substances, with the exception of the area identified in the following paragraph. CARSON acknowledges that it is consenting to acceptance of NDOT's relinquishment of the property in an "AS-IS" condition. In the event that hazardous wastes, regulated materials or other harmful substances are discovered subsequent to the transfer of title of the subject property, CARSON agrees to assume any and all cleanup costs associated therewith."

13. Article III provided in Agreement R159-97-060 is amended by adding Paragraph 18: "CARSON acknowledges that there may be hazardous wastes and/or regulated materials present on the property for which it is consenting to acceptance of relinquishment from NDOT in the area of the underground storage tank (UST) system located at 4385 South Carson Street, Carson City, NV 89701. CARSON agrees to take any actions necessary in respect to the UST system in accordance with all the applicable Environmental Protection Laws, Standards, and Regulations. CARSON acknowledges that it is taking the subject property with full knowledge of the risk of possible presence of hazardous wastes and/or regulated materials in, around, and/or under the UST system and further agrees to hold NDOT harmless and indemnify and defend NDOT against any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising from or incurred because of, or incident to, or otherwise with respect to hazardous waste or regulated materials that may be present in, around, and/or under the UST system and/or the adjoining property."

14. This Amendment shall not become effective until and unless approved by appropriate official action of the governing body of each party.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CARSON CITY

DocuSigned by:

RJ Curl

Robert L. Crowell

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Reviewed and Recommended:

DocuSigned by:

William Holfman

Deputy Director

Approved as to Legality and Form:

-DocuSigned by: ou Holland

Deputy Attorney General

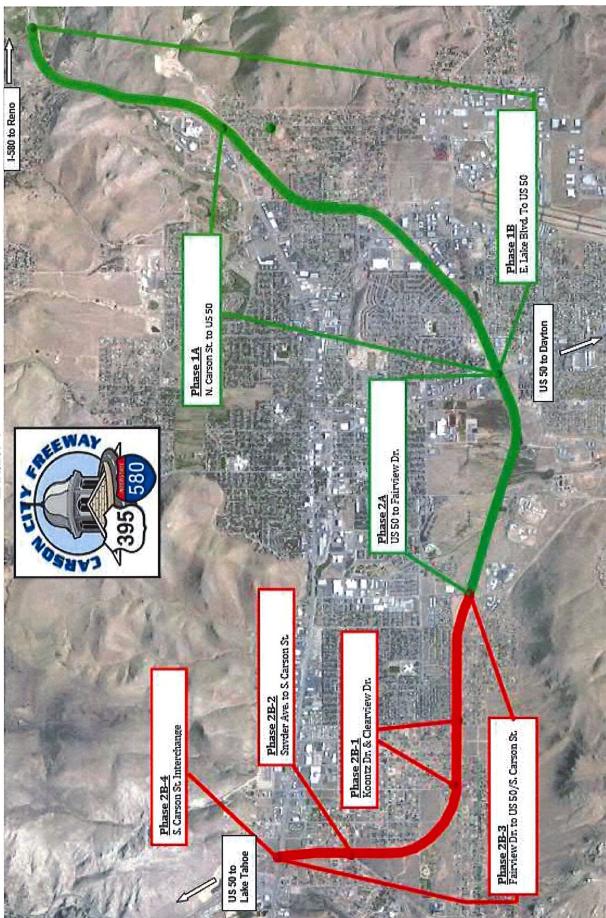
DocuSigned by:

Susan Merriwether

-62199357CE334E5 Clerk Recorder. 8/8/2016 Date

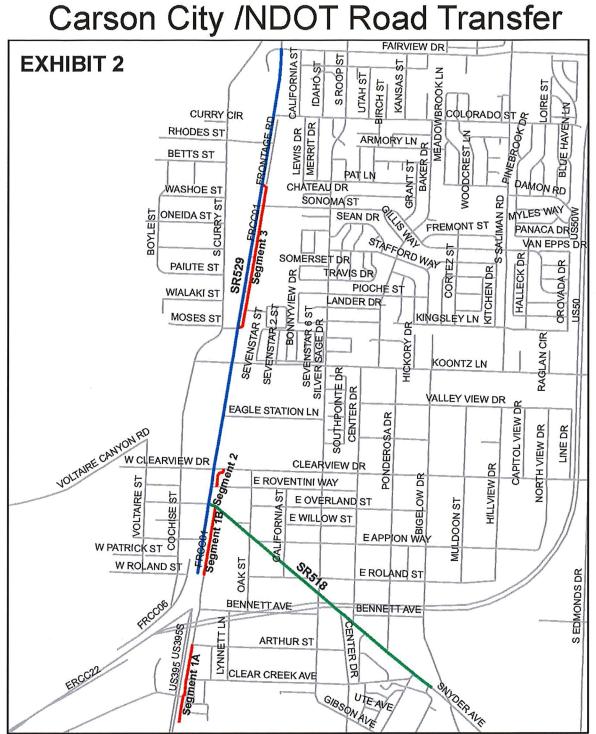


EXHIBIT 1



S

		ACHMENT A y of Right of Way	10000000000000000000000000000000000000
Roads		ipon completion of Carson Freeway Phase 2	B-3
Location:	From*	To*	Length (mi.)*
SR 518 Snyder	Carson St.	Jacobsen Way	1.017
Carson Street	South ROW line of Fairview	North ROW line of Spooner Interchange	1.750
		tage road falls within Carson Street Right- arson St. from Fairview Ave. to Spooner	
Segment 1a.	0.096 Miles S. of Lupin Dr.	Arthur Dr.	0.287
Segment 1b.	Roland St.	Snyder Ave.	0.245
Segment 2	Roventini Way	Clearview Dr.	0.074
Segment 3	S. Carson St.	S. Carson St.	0.519
-	(past Koontz Ln./Moses Ave.)	(near Sonoma)	
Total t	o be transferred to City upon co	mpletion of Carson Freeway Phase 2B-3	3.892
*Notes:			
1) Termini shown a	are approximate and only for reference	e. Actual limits will be defined in right-of-way doc	uments.
		Actual lengths will be defined in right-of-way doc	uments.
	nce of the properties will occur upon re		
There will be no	transfer of ownership of any portion o	of roadways falling within Carson Freeway right-o	t-way.



SR518/Snyder St : SR529/Carson St to Jacobsen Way

SR529/Carson St ; South ROW line of Fairview to North ROW line of Spooner Interchange

FRCC01

Segment 1A : 0.096 miles south of Lupin Dr, East Side of US395 to Authur St: 0.287Segmant 1B : Roland St, East Side of US395 to SR518/Snyder Ave:0.245Segment 2 :Roventini Way, East Side of US395 to Clearview Dr: 0.074Segment 3 :East of SR529/S. Carson St past Koontz Ln/Moses Ave to
SR529/ S. Carson St near Sonoma St: 0.519

