



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** August 15, 2019

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed resolution declaring it to be in the best interest of Carson City and its residents to offer the reconveyance of a permanent well located on APN 007-201-05 to the persons that donated the property, Charles G. Hutter III and Collie L. Hutter; authorizing the Real Property Manager to make a written offer of reconveyance to Charles G. Hutter III and Collie L. Hutter; and authorizing the Mayor to execute a deed of reconveyance if the reconveyance is accepted according to its terms. (Dan Stucky; DStucky@carson.org and Stephanie Hicks; SHicks@carson.org)

Staff Summary: Staff is requesting reconveyance of a well and its appurtenances to the former owner who donated the well and an easement to the City in February 2004. The well is a part of the original Lakeview Water System; however, the municipal use of this well is no longer needed. NRS 244.290 allows the Board of Supervisors to reconvey to the original owner or the successor in interest all right, title and interest of the City in and to any land donated to the City for any public use. Following execution of the deed of reconveyance, staff will initiate the administrative procedure to abandon the utility easement.

**Agenda Action:** Resolution                                      **Time Requested:** 10 minutes

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### **Proposed Motion**

I move to adopt Resolution No. \_\_\_\_\_.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

March 9, 2004 - The Board of Supervisors approved an agreement between Charles G. Hutter III & Collie L. Hutter and Carson City whereby Mr. and Mrs. Hutter agreed to donate a permanent well and access easement on APN 007-201-05 for the purposes of maintenance and replacement of a municipal water production well, pipeline, and electrical conduits.

### **Background/Issues & Analysis**

In the early 1980s, the City assumed ownership of the Lakeview Water System which included several wells located on private property. As the owner of the land on which Water Production Well # 12 is located, Mr. and Mrs. Hutter agreed to donate a permanent well and access easement to Carson City. The well and access easement consists of 520 square feet more or less.

At that time, Mr. and Mrs. Hutter waived their right to have the right-of-way appraised and to just compensation which the City offered in the amount of \$9,340.00.

The City sold its water rights (approximately 9 acre-feet per year) in the well in 2018. The well was not used due to the uranium levels. The uranium levels were tested in 2007 to be 93 micrograms per liter, and the Environmental Protection Agency's Maximum Contaminant Level for uranium is 30 micrograms per liter. Thus, the City was unable to utilize this well.

Mr. and Mrs. Hutter have expressed their interest in the reconveyance of the well. They have purchased the water rights and are in the process of preparing an Application to Change and supporting map to the State Division of Water Resources. If the City were to not offer reconveyance to Mr. and Mrs. Hutter, it would cost approximately \$5,000 to plug and cap the well.

Following execution of the deed of reconveyance, staff will initiate the administrative procedure to abandon the utility easement.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 244.290; CCMC 17.16

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:** N/A

**Is it currently budgeted?**

**Explanation of Fiscal Impact:** While there is no direct fiscal impact, the City will save \$5,000 by reconveying the well instead of plugging and capping.

**Alternatives**

Do not adopt the Resolution and provide alternative direction to staff.

**Attachments:**

- 1. [Resolution - Well #12 Reconveyance.docx](#)
- 2. [Draft Letter - Well #12 Reconveyance.docx](#)
- 3. [APN 007-201-05 Hutter Reconveyance Deed.doc](#)
- 4. [Doc # 315660 Agreement.pdf](#)
- 5. [Doc # 315661 Easement.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. 2019-R-\_\_\_\_\_**

**A RESOLUTION REGARDING THE RECONVEYANCE OF A  
PERMANENT WELL LOCATED ON APN 007-201-05 TO  
CHARLES G. HUTTER III AND COLLIE L. HUTTER**

**WHEREAS**, it is a function of the City to operate and maintain public water systems;  
and

**WHEREAS**, on March 9, 2004, the Carson City Board of Supervisors approved an agreement between Charles G. Hutter III & Collie L. Hutter and Carson City whereby Mr. and Mrs. Hutter agreed to donate a permanent well and access easement on APN 007-201-05 for the purposes of maintenance and replacement of a municipal water production well, pipeline, and electrical conduits; and

**WHEREAS**, a Gift Deed of Easement for the permanent well and access and maintenance easement located on APN 007-201-05 was recorded on March 19, 2004, in the office of the Carson City Recorder as file number 315661, situated within Section 35, Township 16 North and Range 19 East, M.D.M., as described and shown in Exhibit "A"; and

**WHEREAS**, no payment was made for the well or easement as Mr. and Mrs. Hutter waived their right to have the right-of-way appraised and to just compensation; and

**WHEREAS**, Carson City is unable to utilize the well due to high Uranium levels and it is therefore in the best interest of Carson City and its residents that the well and appurtenances be returned to private ownership; and

**WHEREAS**, NRS 244.290 requires that before the City may sell or lease any donated property, the City must first offer reconveyance of the property to the person that donated the property upon terms prescribed by a resolution of the Board of Supervisors;

**NOW, THEREFORE, BE IT RESOLVED:**

(1) it is in the best interest of Carson City and its residents that the well located on APN 007-201-05 be returned to private ownership and the tax rolls; and

(2) the Real Property Manager is authorized to make a written offer of reconveyance of the permanent well on APN 007-201-05 at no cost to the persons that donated the property, Charles G. Hutter III & Collie L. Hutter; and

(3) the offer of reconveyance shall be open for acceptance for a 45-day period from the date of the offer; and

(4) upon timely acceptance, the Mayor is authorized to execute a deed of reconveyance.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_th day of \_\_\_\_, 20\_\_ by the following vote.

VOTE:

AYES:

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NAYS:

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ABSENT:

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ABSTAIN:

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\_\_\_\_\_  
Robert Crowell, Mayor

ATTEST

\_\_\_\_\_  
Aubrey Rowlett, Clerk  
Carson City, Nevada



# CARSON CITY NEVADA

## Consolidated Municipality and State Capital

### PUBLIC WORKS

August 15, 2019

Charles G. Hutter III  
Collie L. Hutter  
4110 County Line Road  
Carson City, Nevada 89703

Re: Reconveyance of Well #12

Dear Mr. and Mrs. Hutter,

On August 15, 2019, the Carson City Board of Supervisors adopted Resolution No. \_\_\_\_\_ declaring it to be in the best interest of Carson City and its residents to offer to you the reconveyance of a permanent well (Well #12) located on your property at 4110 County Line Road (APN 007-201-05). This letter is a written offer of reconveyance, pursuant to NRS 244.290, of the property, including the well, that you donated to Carson City in document no. 315660. This offer of reconveyance is made without cost to you.

In order to accept this reconveyance and have a deed of reconveyance issued, you must notify me within 45 days of the date of this offer that you are accepting the reconveyance. If you do not accept the reconveyance, Carson City may sell or lease the property, or take other action that the Board of Supervisors deems to be in the interests of the Carson City.

Please do not hesitate to contact me with any questions.

Sincerely,

Stephanie A. Hicks, AICP, CFM  
Real Property Manager



APN 007-201-05

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF

CARSON CITY CLERK TO  
THE BOARD

2004 MAR 19 AM 9:39

FILE NO. 315660

ALAN GLOVER  
CARSON CITY RECORDER

FEES N/C DEP PH

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Agreement

WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

315660

APN 007-201-05

AFTER RECORDING RETURN TO:  
LAWRENCE A. WERNER, P.E., P.L.S.  
CARSON CITY DEVELOPMENT SVCS  
ENGINEERING DIVISION  
2621 Northgate Lane, Suite 54  
Carson City, NV 89706

LEGAL DESCRIPTION PREPARED BY:  
DARRYL M. HARRIS, P.L.S. #6497  
RESOURCE CONCEPTS, INC.  
P.O. Box 11796  
212 Elks Point Road, Suite 443  
Zephyr Cove, NV 89448

AGREEMENT

THIS AGREEMENT, made this 25 day of FEB, 2003,  
between CHARLES G. HUTTER III AND COLLIE L. HUTTER, husband and wife, as  
joint tenants with right of survivorship, hereinafter called the OWNER, and CARSON  
CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

1. The OWNER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided, agrees as follows:

(a) To donate and convey a permanent well and access easement and right-of-way to the CITY, for the purpose of maintenance of a municipal water production well, pipeline, and electrical conduits located along the south boundary of a portion of Assessor's Parcel Number (APN) 007-201-05 and shown on the attached sketch map designated as Exhibit "A"; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described as being a 20-foot strip of land located within a portion of Section 35, Township 16 North, Range 19 East, MDM, being more particularly described as follows:

BEGINNING at a point on the Northerly right-of-way line of County Line Road, which bears N.89°22'40"W., 1437.96 feet from the East one-quarter corner of said Section 35;

thence N.89°22'40"W. along said Northerly right-of-way line, 20.00 feet;

thence N.00°37'20"E., 26.00 feet;

thence S.89°22'40"E., 20.00 feet;

thence S.00°37'20"W., 26.00 feet to the POINT OF BEGINNING.

Containing 520 square feet more or less.



APN 007-201-05

**Basis of Bearing**

A portion of the Northerly right-of-way line of County Line Road as shown on the Subdivision Map for Lakeview Knolls No. 3. Recorded as Map #1521 of Carson City Recorder's Office (N.89°22'40"W.)

(b) To deliver to the CITY a gift deed of easement granting to the CITY a permanent well and access easement and right-of-way upon, over and across certain real property described as APN 007-201-05, free and clear of any and all liens and encumbrances.

2. The CITY, in consideration of the promises and covenants of the OWNER herein above set forth, agrees as follows:

(a) To accept the donation of a permanent well and access easement for the purpose of maintenance of a municipal water production well, pipeline, and electrical conduits located along the south boundary of a portion of APN 007-201-05.

(b) To the extent provided by law, including but not limited to the provisions of Nevada Revised Statutes Chapter 41, the CITY agrees to indemnify and hold harmless OWNER from and against any liability arising out of the exercises of the rights granted pursuant to this agreement proximately caused by any act or omission of CITY, or its officers, agents and employees.

(c) To leave that portion of said tract of land upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the OWNER, which the CITY may find it necessary to remove or relocate in order to maintain said municipal water production well to be replaced as nearly in their original condition and position as is reasonably possible.

3. It is mutually agreed and understood by the CITY and by the OWNER as follows:

(a) That all of the improvements constructed within the easement granted to the CITY shall be designed in accordance with Carson City Development Standards.

(b) That the CITY will operate and maintain the production well and appurtenances located within said easement.

(c) That the easement will benefit the residents of Carson City.

(d) If OWNER or CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a default breach of the Agreement. If OWNER or CITY

fails, neglects, or refuses to cure the default upon the request of the other party, such other party, at its option, may correct such default and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all terms, conditions, and covenants of this agreement. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

(e) The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of any remaining provision.

(f) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

(g) This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

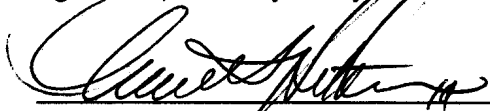

(h) All property descriptions are approximate and subject to slight adjustment as necessary to meet construction requirements.

(i) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

(j) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(k) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

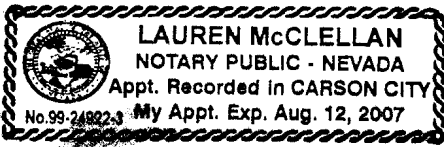
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

	<u>25 FEB 2004</u>
CHARLES G. HUTTER III	Date
	<u>2/25/04</u>
COLLIE L. HUTTER	Date

APN 007-201-05

STATE OF Nevada  
COUNTY OF Carson City

On this 25th day of February, 2004, personally appeared before me, the undersigned, a Notary Public in and for the County of Carson City, State of Nevada, Charles G. III and Collier L. Nutter, personally known (or proved) to me to be the persons whose names subscribed to the above instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes thereby 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

Lauren McClellan  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

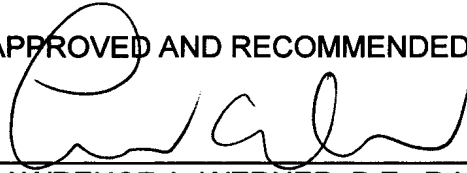
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

\_\_\_\_\_  
Notary Public

315660

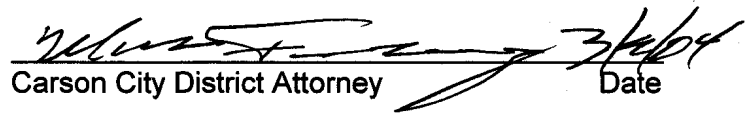
CITY:

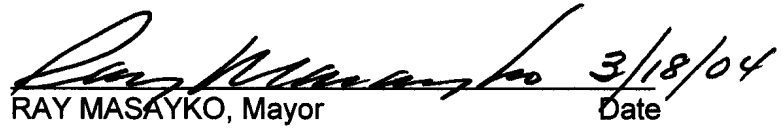
APPROVED AND RECOMMENDED:

 3/2/04


LAWRENCE A. WERNER, P.E., R.L.S. Date  
City Engineer

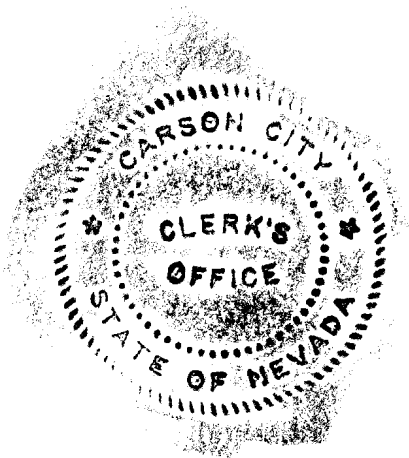
APPROVED AS TO FORM:

 3/2/04  
Carson City District Attorney Date

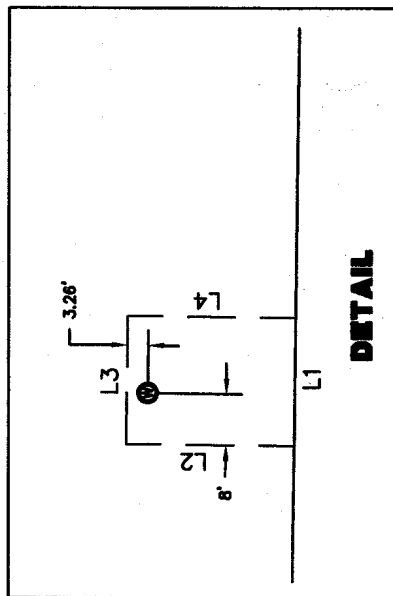
 3/18/04  
RAY MASAYKO, Mayor Date

ATTEST:

 3/18/04  
ALAN GLOVER, Clerk-Recorder Date

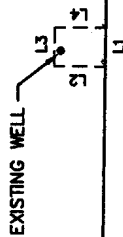


# EXHIBIT "A"



SCALE 1" = 100'

APN 7-201-05

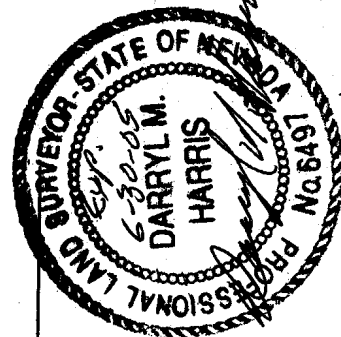


N 89°22'40" W  
1437.96' 35' 136'

COUNTY LINE ROAD

	BEARING	DISTANCE
L1	N 89°22'40" W	20.00
L2	N 00°37'20" E	26.00
L3	S 89°22'40" E	20.00
L4	S 00°37'20" W	26.00

**PRODUCTION WELL #12  
EASEMENT**



RESOURCE CONCEPTS, INC.

315660

**State of Nevada  
Declaration of Value**

1. **Assessor Parcel Number(s)**

- a) ~~8-125-29 (ptn)~~
- b) 007-201-05 (ptn)
- c) \_\_\_\_\_
- d) \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #:	<u>315661</u>
Book:	Page: _____
Date of Recording:	_____
Notes:	<u>MAR 19 2004</u>

2. **Type of Property:**

- a)  Vacant Land
- b)  Single Fam. Res.
- c)  Condo / Twnhse
- d)  2-4 Plex
- e)  Apt. Bldg.
- f)  Comm'l/Ind'l
- g)  Agricultural
- h)  Mobile Home
- i)  Other gift deed of easement

3. **Total Value/Sale Price of Property:**

Deed in Lieu of Foreclosure Only (value of property) \$ .00  
 Transfer Tax Value \$ .00  
**Real Property Transfer Tax Due:** \$ .00

3. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: 2
- b. Explain Reason for Exemption: gift deed of easement

5. Partial Interest: Percentage Being Transferred: \_\_\_\_\_%

The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

**Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature Ramen McClellan Capacity Administrative Assistant  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

Print Name: Charles G. III + Collie Hutter  
 Address: 2151 Lockheed Way  
 City: Carson City  
 State: NV Zip: 89706

**BUYER (GRANTEE) INFORMATION**

Print Name: Carson City  
 Address: 201 N. Carson  
 City: Carson City  
 State: NV Zip: 89701

**COMPANY/PERSON REQUESTING RECORDING**

Carson City

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

APN 007-201-05

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
2004 MAR 19 AM 9:40  
FILE NO. **315661**  
ALAN GLOVER  
CARSON CITY RECORDER  
FEES *UC DEP Pd*

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Gift Deed of Easement

WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**315661**

APN 007-201-05

AFTER RECORDING RETURN TO:  
LAWRENCE A. WERNER, P.E., P.L.S.  
CARSON CITY DEVELOPMENT SERVICES  
ENGINEERING DIVISION  
2621 Northgate Lane, Suite 54  
Carson City, NV 89706

LEGAL DESCRIPTION PREPARED BY:  
DARRYL M. HARRIS, P.L.S. #6497  
RESOURCE CONCEPTS, INC.  
P.O. Box 11796  
212 Elks Point Road, Suite 443  
Zephyr Cove, NV 89448

GIFT DEED OF EASEMENT

THIS DEED, made this 25 day of Feb, 2003,  
between CHARLES G. HUTTER III AND COLLIE L. HUTTER, husband and wife, as joint  
tenants with right of survivorship, hereinafter called GRANTOR, and CARSON CITY, NEVADA,  
A CONSOLIDATED MUNICIPALITY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and its assigns forever a permanent well and access easement and right-of-way for the maintenance of a municipal water production well, pipeline, and electrical conduits located along the south boundary of a portion of Assessor's Parcel Number (APN) 007-201-05 and shown on the attached sketch map designated as Exhibit "A", to the CITY; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described as being a 20-foot strip of land located within a portion of Section 35, Township 16 North, Range 19 East, MDM, being more particularly described as follows:

BEGINNING at a point on the Northerly right-of-way line of County Line Road, which bears N.89°22'40"W., 1437.96 feet from the East one-quarter corner of said Section 35;

thence N.89°22'40"W. along said Northerly right-of-way line, 20.00 feet;

thence N.00°37'20"E., 26.00 feet;

thence S.89°22'40"E., 20.00 feet;

thence S.00°37'20"W., 26.00 feet to the POINT OF BEGINNING.

Containing 520 square feet more or less.

Basis of Bearing

A portion of the Northerly right-of-way line of County Line Road as shown on the Subdivision Map for Lakeview Knolls No. 3. Recorded as Map #1521 of Carson City Recorder's Office (N.89°22'40"W.)



APN 007-201-05

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously herein above expressly excepted from this conveyance.

TO HAVE AND TO HOLD all and singular the said easement, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

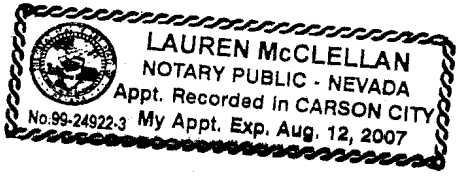
[Signature] 25 Feb 2004  
CHARLES G. HUTTER III Date

[Signature] 2/25/04  
COLLIE L. HUTTER Date

STATE OF Nevada  
COUNTY OF Carson City

On this 25<sup>th</sup> day of February, 2004, personally appeared before me, the undersigned, a Notary Public in and for the County of Carson City, State of Nevada, Charles G. III and Collie L. Hutter, personally known (or proved) to me to be the persons whose names is subscribed to the above instrument and who acknowledged to me that ~~they~~<sup>she</sup> executed the same freely and voluntarily and for the uses and purposes thereby 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.



[Signature]  
Notary Public

APN 007-201-05

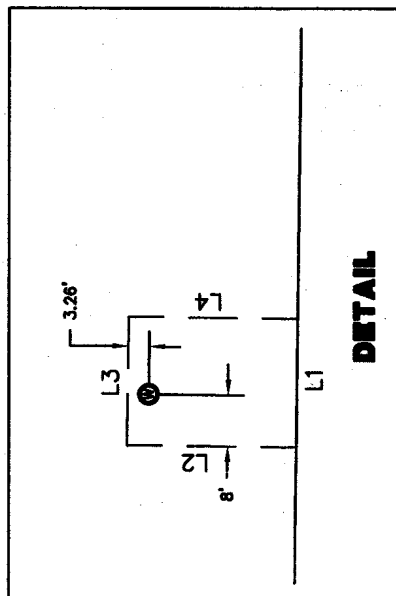
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, State of \_\_\_\_\_, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby 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

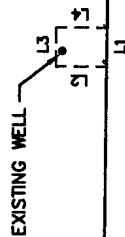
\_\_\_\_\_  
Notary Public

# EXHIBIT "A"



SCALE 1" = 100'

APN 7-201-05



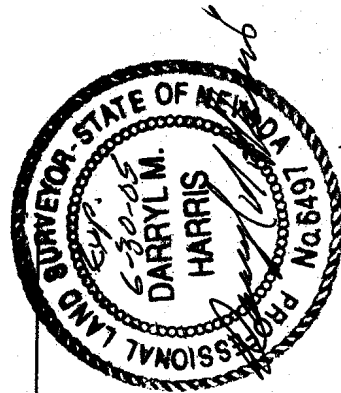
N 89°22'40" W  
1437.96'

35

136

COUNTY LINE ROAD

	BEARING	DISTANCE
L1	N 89°22'40" W	20.00
L2	N 00°37'20" E	26.00
L3	S 89°22'40" E	20.00
L4	S 00°37'20" W	26.00



**PRODUCTION WELL #12  
EASEMENT**

RESOURCE CONCEPTS, INC.

315661