



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 6, 2022

Staff Contact: Gregg Berggren, Trails Coordinator

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed amendment (“Amendment”) to the Non-Exclusive Easement Appurtenant Deed and Agreement (“Agreement”) between Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada (“City”), and Carlos and Hilary Mendeguia (“Grantees”) that would modify and replace Section 20 of the Agreement, regarding an access control gate at the end of Empire Ranch Road, Assessor’s Parcel Number (“APN”) 010-581-17, and require that any replacement of the gate be compliant with the Americans with Disabilities Act (“ADA”), the gate be open for public use during daytime hours and costs to maintain, repair or replace the gate be split evenly between the City and the Grantees. (Gregg Berggren, gberggren@carson.org and Robert Nellis, rnellis@carson.org)

Staff Summary: Pursuant to the Agreement, which was approved by the Board of Supervisors and recorded on April 22, 2020, as document number 505507, the Grantees installed an access control gate at the end of Empire Ranch Road and were solely responsible for maintenance and repairs of the gate. Since the time of the original agreement, the City constructed trailhead improvements including a parking area on the City’s parcel behind the access control gate. Additionally, the City installed an automatic access control device. The proposed Amendment replaces Section 20 of the Agreement regarding access control with new terms addressing ADA compliance, public use during day time hours, and splitting costs to maintain, repair or replace the gate. All other terms and conditions of the Agreement remain unchanged.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

April 2, 2020 – The Board of Supervisors approved the Agreement; accepted a donation in fee title of Approximately 28,100 square feet of property for a future public trail; accepted a permanent easement and right-of-way for existing underground reclaimed water facilities; and agreed to grant an easement to Southwest Gas for the installation of gas service to the Grantee’s residence.

Background/Issues & Analysis

On April 2, 2020, the Board of Supervisors approved the Grantees request for an easement through City property located at 1420 Empire Ranch Road (APN 010-581-17) for construction of an alternative access and a gas utility line to their adjacent property at 1400 Empire Ranch Road (APN 010-032-32). In consideration of this

request, the Grantees donated approximately 28,100 square feet of property in fee title to the City for a public trail and donated a permanent easement and right-of-way for existing underground reclaimed water facilities, which corrected an error to an existing easement.

Section 20 of the Agreement, regarding access control, required the Grantees to maintain, repair and replace the existing access control gate at their expense. Since the time of the original agreement, the City has constructed trailhead improvements including a parking area on the City's parcel behind the access control gate as well as installed an automatic access control device. The proposed Amendment includes new terms that require the Grantees to obtain written approval from the Parks, Recreation and Open Space Department Director in the event the gate needs to be replaced; any replacement gate to be comparable or superior with ADA pedestrian access; the gate to remain open for public use during daytime hours; the City to be provided access at all times; and costs to maintain, repair, and replace the gate to be evenly split between the City and Grantees, with prior written approval from the other party.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.270

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Quality of Life Open Space Maintenance Contracts 2545047-500460

Is it currently budgeted? Yes

Explanation of Fiscal Impact: While there is no fiscal impact with approval of this item, the amendment does require that the City will share 50/50 in the maintenance costs of the gate. Should the gate require maintenance, expenses would come from Quality of Life Open Space Maintenance Contracts. There are adequate funds available in the existing Quality of Life Open Space budget for this expense.

Alternatives

Do not approve the Amendment and/or provide staff with alternative direction.

Attachments:

[Mendeguia Exhibits combined.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

APNs: 010-032-32
010-581-17

AFTER RECORDING RETURN TO:

CARSON CITY PUBLIC WORKS

Attn: Real Property Manager
3505 Butti Way
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (N.R.S. 239B.030)

**EASEMENT AMENDMENT
(Access Control)**

1420 & 1400 Empire Ranch Road

THIS EASEMENT AMENDMENT is made and entered into this _____ day of _____, 2022, by and between CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("City"), and Carlos and Hilary Mendeguia ("Grantees"). City and Grantees may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, City owns certain Assessor Parcel Number 010-581-17 located at 1420 Empire Ranch Road ("City Parcel"); and

WHEREAS, Grantee owns certain Assessor Parcel Number 010-032-32 located at 1400 Empire Ranch Road ("Grantee's Parcel"); and

WHEREAS, City and Grantee entered into a Non-Exclusive Easement Appurtenant Deed and Agreement ("Agreement") on April 20, 2020 and recorded on April 22, 2020 as document number 505507 in the office of the Carson City Recorder; and

WHEREAS, Grantees installed an access control gate at the end of Empire Ranch Road; and

WHEREAS, City constructed trailhead improvement including a parking area on the City's parcel behind the access control gate; and

WHEREAS, the Parties have worked together to draft new language regarding maintenance responsibilities for the gate which will reduce overall maintenance costs to the City.

NOW THEREFORE, the Parties do hereby mutually agree to modify the existing Agreement between the Parties, dated April 20, 2020, by replacing in its entirety Section 20 with the provisions set forth herein below:

20. Access Control. Grantees installed the access control gate at the end of Empire Ranch Road. In the event the gate needs to be replaced, Grantees shall, with the prior written approval of the Director of the Parks, Recreation, and Open Space Department ("Director"), install a comparable or superior gate with a minimum of 36" of ADA pedestrian access. The gate shall be opened for public use during daytime hours as designated by the Director, and adjusted seasonally. The City shall post the gate open hours in a visible location near the gate. The gate must remain closed when not in use and City must have access at all times. Costs to maintain, repair and replace the gate shall be evenly split between the City and the Grantees. No cost to maintain, repair or replace the gate shall be incurred by either party without the prior written consent of the other party.

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

IN WITNESS WHEREOF, the Parties have executed this Easement Amendment on the day and year first above written.

CITY:

APPROVED:

APPROVED FOR LEGALITY AND FORM:

By _____
LORI BAGWELL, MAYOR

By _____
DEPUTY DISTRICT ATTORNEY

Date: _____

Date: _____

ATTEST:

By _____
AUBREY ROWLATT, CLERK-RECORDER

Date: _____

GRANTEE:

APPROVED:

By _____
CARLOS MENDEGUIA

STATE OF _____)
:ss.
COUNTY OF _____)

On _____, 2022, personally appeared before me, a notary public
CARLOS MENDEGUIA, who acknowledged that he executed the above document.

NOTARY PUBLIC

By _____
HILARY MENDEGUIA

STATE OF _____)
:ss.
COUNTY OF _____)

On _____, 2022, personally appeared before me, a notary public
HILARY MENDEGUIA, who acknowledged that he executed the above document.

NOTARY PUBLIC

Doc # 505507

Recorded 4/22/2020 3:26 PM

Requested By: CLERK TO BOARD

Carson City - NV

Aubrey Rowlett Clerk-Recorder

Pg 1 of 23 Fee: \$0.00

Recorded By:SY

APN: 010-032-32

APN: 010-581-17

APN: _____

FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT
(CARLOS AND HILARY MENDEGUIA- 4555 & 4600 FURGERSON RANCH ROAD)

TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law.

State specific law: (Enter Text Here)



Signature

Cheryl Eggert – Chief Deputy Clerk

Print Name & Title

WHEN RECORDED MAIL TO:

Carson City
885 E. Musser Street, suite 1032
Carson City, NV 89701

APN's: 010-032-32 & 010-581-17
Property Address: 4555 & 4600 Furgerson Ranch Road

AFTER RECORDING RETURN TO:
CARSON CITY PUBLIC WORKS
ATTN: CORY KLEINE
REAL PROPERTY MANAGER
3505 BUTTI WAY
CARSON CITY, NV 89701

**EASEMENT AGREEMENT
AND DEED**

4555 & 4600 Furgerson Ranch Road

THIS NON-EXCLUSIVE EASEMENT APPURTENANT DEED AND AGREEMENT ("Agreement") is entered into this 20th day of April 2020, by and between CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("City"), and Carlos and Hilary Mendeguia ("Grantees"). City and Grantees may be individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. **WHEREAS**, City owns certain real property situated in Carson City, specifically located at 4600 Furgerson Ranch Road ("APN 010-581-17"), and
- B. **WHEREAS**, Grantees own real property adjacent to APN 010-581-17, located at 4555 Furgerson Ranch Road ("APN 010-032-32") and have made application to obtain from City a 11,325 square foot easement for access as described in **Exhibit A – Access Easement** (the "Project"); and
- C. **WHEREAS**, Grantees, as consideration for City's conveyance of this property right, are:
 - i. transferring to City in fee title 28,100 square feet of their property, which will be used for a public, non-motorized trail linking Empire Ranch Trail to the Moffat Open Space as described in **Exhibit B – Public Trail Dedication**. Upon execution of this Agreement, City will initiate a lot line adjustment to complete the property transfer and Grantees will sign the application, mapping, and other necessary documents to finalize the property transfer; and

- ii. ratifying and granting an easement for access and maintenance to the existing reclaimed waterline located across APN 010-032-32 as

described in **Exhibit C – Easement Deed for Permanent Easement and Right-of-Way for Underground Reclaimed Water Facilities.**

NOW THEREFORE, the Parties, for good and valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. **Grant of Easement to Grantees.** City hereby grants to Grantees a permanent, non-exclusive easement appurtenant for access, the location of which and legal description is shown and more fully described in **Exhibit A**, which is incorporated into this Agreement by this reference (“Easement Property”). Grantees shall have right to enter the Easement Property at will for ingress and egress.
2. **Grant of Easement to Southwest Gas.** City agrees to grant Southwest Gas a permanent, non-exclusive utility easement for the installation of a natural gas line to serve Grantees’ property, APN 010-032-02. City will grant this easement through a separate agreement with Southwest Gas. Once granted, Grantees may install, construct, inspect, repair, maintain, remove, and replace, in whole or in part, a natural gas line, any appurtenances thereto, and access the same, serving their property at 4555 Furgerson Ranch Road (APN 010-032-32). When doing so, Grantees must obtain all necessary permits, permissions, and inspections from Southwest Gas and the City, if such have not already been obtained, and construct the gas line according to City’s Development Standards.
3. **Grant of Public Trail to City.** Grantees agree to transfer to City in fee title 28,100 square feet of their property, which will be used for a public, non-motorized trail linking Empire Ranch Trail to the Moffat Open Space as described in **Exhibit B – Public Trail Dedication.** Upon execution of this Agreement, City will initiate a lot line adjustment to complete the property transfer and Grantees agree to sign the application, mapping, and other necessary documents to finalize the property transfer.
4. **Ratification of Reclaimed Water Easement.** Grantees hereby ratify and grant to City an easement for access, construction, maintenance, and repair of the existing reclaimed waterline located across APN 010-032-32 as described in **Exhibit C – Easement Deed for Permanent Easement and Right-of-Way for Underground Reclaimed Water Facilities.**
5. **Easement Appurtenant.** Except as provided elsewhere herein to the contrary, the easement, covenants, restrictions, and rights granted or created herein are appurtenant to the affected property, and may not be sold, transferred, assigned, or encumbered except as an appurtenance to Grantees’ property, APN 010-032-02. The property that is benefited by such easement, covenants, restrictions, and rights shall constitute the dominant estate, and the property that is burdened by such easement, covenants, restrictions, and rights shall constitute the servient estate.
6. **Nature and Effect of Easement and Restrictions.** Grantees shall have the right to enter the Easement Property at will for ingress and egress. Except as

provided elsewhere in the Agreement to the contrary, the easements, covenants, restrictions, and rights contained in this Agreement: (i) are made for the benefit of the owners of the respective property or any portion thereof or interest therein; (ii) constitute covenants running with the land; (iii) shall bind every person or entity having any fee interest in the properties at any time or from time to time during the term hereof to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question or to the extent that such easement, covenant, restriction, or provision is to be performed on such portion.

- 7. Warranties and Representations by City.** City warrants and represents that City owns APN 010-581-17 and has full power and authority to convey the Easement Property to Grantees and to enter into and perform its obligations pursuant to this Agreement. The person signing this Agreement on behalf of City is duly authorized to so sign and has the full power and authority to bind City. However, City makes no warranty as to the condition of or the adequacy of the property for the proposed uses by Grantees.
- 8. Existing Improvements/Utilities.** Grantees understand and are on notice that there may be improvements, such as utility laterals or other improvements in existence in the Easement Property not known to City. Grantees agree to be responsible for damage caused by Grantees or their agents, employees, contractors, licensees, permittees, and invitees to any improvements or other utilities located upon City land in Grantees' performance of the Project.
- 9. Damage to City Land.** Grantees agree to pay for and be responsible for all direct damages to the real property, improvements, and personal property of City caused by Grantees or their agents, employees, contractors, licensees, permittees, and invitees during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction, or any other work performed pursuant to the Project, and further agree to return the land to its pre-project condition minus the agreed upon improvements upon completion of work.
- 10. Permits.** The rights granted under this Agreement do not exempt Grantees from acquiring all local, regional, state, or federal permits and approvals as required by law. Grantees agree to obtain and adhere to the conditions of the necessary permits.
- 11. Environmental Conditions.** Grantees and their agents, employees, contractors, licensees, permittees, and invitees agree to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.
- 12. 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 City's Development Engineering Division. City 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. City reserves the right to prohibit said alterations.

- 13. Inspection.** City retains the right to inspect the Project at any time. Except in exigent circumstances and for routine inspections and maintenance not requiring excavation, Grantees agree to notify City 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.
- 14. Separation of Utilities.** Grantees and their agents, employees, contractors, licensees, permittees, and invitees shall maintain at least a TEN (10) foot separation between the Project and City's existing utilities. If a TEN (10) foot separation is not possible in an area, Grantees shall consult with the City's Public Works department and shall not install anything without obtaining the approval of the Public Works Director prior to installation. Additionally, the legally required offsets from any existing utilities, including, but not limited to gas, electric, water, and/or communication lines shall be maintained at all times.
- 15. Revegetation.** Grantees and their agents, employees, contractors, licensees, permittees, and invitees, will meet applicable revegetation requirements, including any re-seeding, if necessary. City shall review and approve the scope of work for revegetation, including seed mix, application method, and timing prior to Grantees conducting revegetation activities.
- 16. Historic Discoveries.** If prehistoric or historic remains or artifacts are discovered during any work performed within the Easement Property, work must be temporarily halted and the State Historic Preservation Office as well as the City's Parks, Recreation and Open Space Department shall be notified. Grantees and their agents, employees, contractors, licensees, permittees, and invitees will comply with the responsibilities required under Section 106 of the Natural Historic Preservation Act of 1966, as amended.
- 17. Surface Improvements.** If desired, Grantees may make surface improvements within the Easement Property, including placement of asphalt, concrete, or other appropriate surface material, at the sole risk and cost of Grantees. If making such improvements, Grantees must comply with all then applicable Carson City Municipal Code and development standard provisions, and must obtain all required permits and approvals, including, as required, from the owners of any other easements running through the Easement Property. Grantee will be responsible to maintain any improvements under Section 19.
- 18. Underground Utility Maintenance and Repair.** Grantor may from time to time maintain or repair Grantor's underground utilities lying within the Easement Property. If possible, Grantor will provide Grantees reasonable advance notice. After such maintenance or repair, Grantor will restore the Easement Property to the condition of the Easement Property at the time that the access easement is granted to Grantees. Grantees will be responsible to restore any additional surface improvements completed under Section 17 on or within the Easement Property after the date of this Agreement.

- 19. Maintenance.** Grantees and their successors and assigns shall be responsible for all maintenance of the improvements installed by Grantees pursuant to the Project within the Easement Property and understand and agree that all improvements must be maintained in good repair at all times.
- 20. Access Control.** Grantees are responsible to replace the existing access control gate at the end of Empire Ranch Road with a comparable or superior gate and pedestrian access, which must be approved by the Director of the Parks, Recreation, and Open Space Department. The gate must remain closed when not in use and City must have access at all times. Maintenance of the gate shall be the sole responsibility of Grantees and all repairs must occur within 72 hours of notification by City. In the event repairs will take more than 72 hours, Grantees must provide a temporary barrier approved by the Director of Parks, Recreation and Open Space.
- 21. Trail Fencing.** City agrees to install approximately 355 feet of split rail fencing as described in **Exhibit D** along the trail alignment. The fence will be installed prior to public use, but not before such time as the trail is constructed. Should Grantees wish to have the fence installed prior to the trail construction, the fence cost will be the sole responsibility of Grantees. Should Grantees desire an alternative fencing, the fencing must be approved by the Director of Parks, Recreation and Open Space and any additional cost will be the sole responsibility of Grantees. In any case, the maximum price paid by City shall not exceed the lowest of at least two quotes provided by fencing companies for the cost of materials and installation of a split rail fence, as described in **Exhibit D**. All quotes shall be obtained at or shortly before the time of construction in accordance with the standard bidding practice and policies of the City. Maintenance of the fence will be the sole responsibility of Grantees, except that City will be responsible for graffiti and debris removal from the trail side of the fence, and for repairing damage caused by users of the trail.
- 22. Failure to Perform by Grantees.** In the event Grantees fail to perform any of their obligations as provided herein and such failure continues for thirty (30) days after written notice by City to Grantees, or if such failure cannot be reasonably cured within such thirty (30) day period and Grantees fail to begin to cure within such thirty (30) day period (which may include efforts to obtain bids from third parties to perform needed work) and diligently pursue a cure until completion, then City shall have the right to pursue all available equitable and legal remedies to compel compliance, including but not limited to injunctive relief and specific performance. In addition, City shall have the right, but shall not be obligated, to take such action as shall be reasonably necessary to cure the default or enforce the covenants herein, at Grantees' sole cost and expense. Grantees shall reimburse City for all actual and reasonable third-party costs and expenses incurred by City in pursuing the remedies herein, including reasonable attorney's fees, within thirty (30) days after City has delivered to Grantees an invoice detailing such costs and expenses. **Grantees agree that Grantees are responsible for ensuring the requirements imposed under this Agreement are adhered to by Grantees and their agents, employees, contractors, licensees, permittees, and invitees.**

23. Indemnification; Hold Harmless; Limitation of Liability. To the extent consistent with applicable law, Grantees covenant and agree to indemnify, defend and hold harmless City, together with its elected officials, managers, directors, officers, and employees from and against all claims, actions, damages, costs, expenses, and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) incurred by City arising from: (i) any death, injury, or property damage stemming from the negligence or willful misconduct of Grantees or their agents, employees, contractors, licensees, permittees, and invitees which occur on, or arise from the use of, the Easement Property; (ii) any mechanics' lien filed stemming from any work performed on the Easement Property requested by Grantees; and/or (iii) any default by Grantees of their obligations under this Agreement after written notice and a reasonable opportunity to cure such default; provided, however, in no instance shall Grantees' duty to indemnify, defend, or hold harmless extend to any claims, actions, damages, costs, expenses, or liabilities stemming from the negligence or willful act or omission of City or its, employees, contractors, or agents. City does 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. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The liability of the Parties under this Agreement does not include punitive damages.

24. Insurance, Contractors, and Subcontractors. This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Agreement. Grantees agree to carry or to require their contractors and subcontractors to carry their own General Liability Insurance Policy issues 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 initial construction of the Project and while any other work or maintenance is to be done on the Easement Property. Such insurance policy shall be at minimum, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for general liability and shall via an endorsement, name *Carson City, its officers, employees, and agents as additional insured parties* for all liability arising from the use of City land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured parties. Prior to the entry upon City property, Grantees agree to provide and to require their contractors and subcontractors to provide to City 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 City as additional insured.

25. Termination. The breach of this Agreement by Grantees or their successors or assigns shall not entitle City to immediately cancel, rescind, or otherwise terminate this Agreement, but City shall have all other remedies available for breach of this Agreement as provided in this Agreement. The easement created under this Agreement may be terminated by a written termination/surrender agreement duly signed by Grantees and delivered to City, if abandoned by Grantees pursuant to this section, or by judgment of a court of competent jurisdiction due to breach of the Agreement. Any termination

for breach of this Agreement or by surrender of the Easement Property will not grant a right of reversion to Grantees regarding the transferred property or ratified easement described in Sections 3 and 4 of this Agreement.

26. Abandonment of easement. If at any time Grantees should discontinue said use of the Easement Property for a period of ONE (1) year this Agreement and the granted easement will be considered abandoned, and all right, title and interest therein shall revert to City. City will file an abandonment of easement to be recorded in the official records of the Carson City Clerk-Recorder's office.

27. Notices. All written notices or demand of any kind which either Party hereto may be required or may desire to serve on the other in connection with this Agreement must be delivered by personal service, by registered or certified mail, recognized overnight courier service, facsimile transmission, or email with an acknowledged receipt, addressed to the respective Parties at the physical addresses, facsimile numbers or email addresses set forth below:

City: CITY MANAGER
CARSON CITY
201 N. CARSON STREET
CARSON CITY, NV 89701
FAX: (775) 887-2286

Grantee: CARLOS AND HILARY MENDEGUIA
1751 KLATT DRIVE
CARSON CITY, NEVADA 89701

Service of any such notice or demand so made shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or, as applicable, or at the expiration of the third (3rd) business day after the dispatch, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different delivery address or delivery method to which all such notices or demands are thereafter to be addressed.

28. Further Authorization. Further authorization from City is required prior to commencement of any future work or activities at locations other than that described in **Exhibit A**.

29. Waiver. The failure of City or Grantees to insist upon strict performance of any of the covenants and agreements to this Agreement 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.

30. Survival. This Agreement and all of the terms hereof, shall inure to the benefit of, and be binding upon, their heirs, assigns and successors of the Parties hereto, and the rights and obligations of Grantees are, and shall continue to be, joint and several.

- 31. Entire Agreement.** This Agreement 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 part hereof. No provisions of the Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both Parties. When executed by City and Grantees, this Agreement shall be binding upon City and Grantees, their successors and assigns.
- 32. Amendment or Modification.** This Agreement 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, dated, and recorded by the Parties.
- 33. Severability.** If any term or provision of this Agreement, 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 Agreement or the application of such term or provision to persons or circumstances other than those as to which is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 34. Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.
- 35. Venue.** Any lawsuit brought to resolve a dispute arising from this Agreement must be brought in the First Judicial District for the State of Nevada in Carson City, Nevada.
- 36. Recording.** This Agreement will be recorded in the official real estate records of Carson City by City. City shall be responsible for all recording fees.
- 37. Binding Intent.** All covenants and agreements herein contained shall run with the land and extend to and be a binding contract upon the successors and assigns of the respective Parties. Authorization given by City does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.
- 38. Separate Entities.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. Each Party is and continues to be separate and distinct from the other Party.
- 39. Public Records Requests Made to City.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. City will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

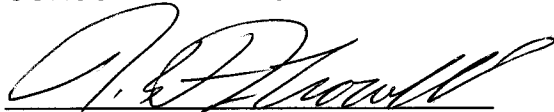
40. Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

[The remainder of this page left intentionally blank. Next page is signature page.]

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

City:

CARSON CITY, NEVADA, A
CONSOLIDATED MUNICIPALITY



Mayor – Robert L. Crowell

Grantee:

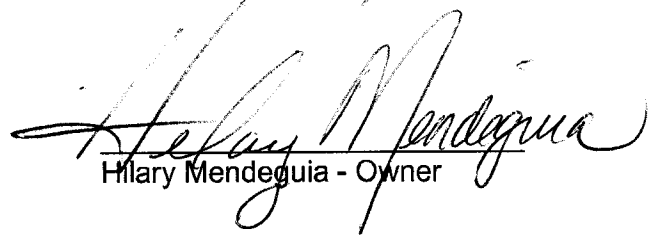


Carlos Mendeguia - Owner

Attest:



Aubrey Rowlett, Clerk-Recorder



Hilary Mendeguia - Owner

Approved as to Form:



District Attorney Dan Yu

EXHIBIT "A"
ACCESS EASEMENT

The following centerline describes an easement 20 feet in width, being ten feet each side of the said line, situated within the Southeast One-Quarter (SE1/4) of Section Ten (Sec.10), Township 15 North (T.15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (M.D.M.), being a portion of Parcel 1 of the Parcel Map for Carson City, being Map No. 2132, as File No. 182429, filed November 22, 1995, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 10, as shown on the above-mentioned Map No. 2132;

THENCE, along the southerly line of said Section 10, North 88°46'33" West, 772.39 feet to the POINT OF BEGINNING, being the beginning of a non-tangent curve to the right, from which the radius point bears South 88°46'33" East 30.00 feet;

THENCE departing said southerly line, Northeasterly, 31.90 feet along the arc of said curve, through a central angle of 60°54'58";

THENCE North 62°08'25" East, 24.01 feet;

THENCE Northeasterly 57.59 feet along the arc of a tangent curve to the left with a radius of 40.00 feet, through a central angle of 82°29'24";

THENCE North 20°20'59" West, 17.09 feet;

THENCE Northerly 130.27 feet along the arc of a tangent curve to the right with a radius of 230.00 feet, through a central angle of 32°27'10";

THENCE North 12°06'10" East, 56.99 feet;

THENCE Northerly 17.88 feet along the arc of a tangent curve to the left with a radius of 30.00 feet, through a central angle of 34°08'43";

THENCE North 22°02'33" West, 84.69 feet;

THENCE Northwesterly 32.74 feet along the arc of a tangent curve to the right with a radius of 150.00 feet, through a central angle of 12°30'16";

THENCE North 09°32'17" West, 113.05 feet to a point on the north line of said Parcel 1 and the POINT OF ENDING.

The sidelines of said easement are to be shortened or lengthened to intersect the northerly line and southerly lines of the above-mentioned Parcel 1.

Containing 11,325 square feet.

BASIS OF BEARINGS:

Identical to that of the Parcel Map for Carson City, being Map No. 2132, as File No. 182429, filed in the Official Records of Carson City, Nevada on November 22, 1995. The southerly line of Section 10 taken as North 88°46'33" West.

SURVEYOR'S CERTIFICATE:

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of



241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222

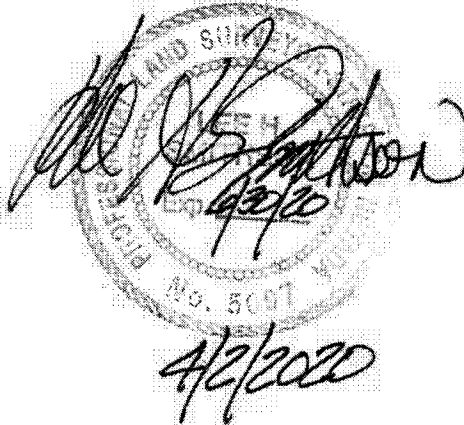
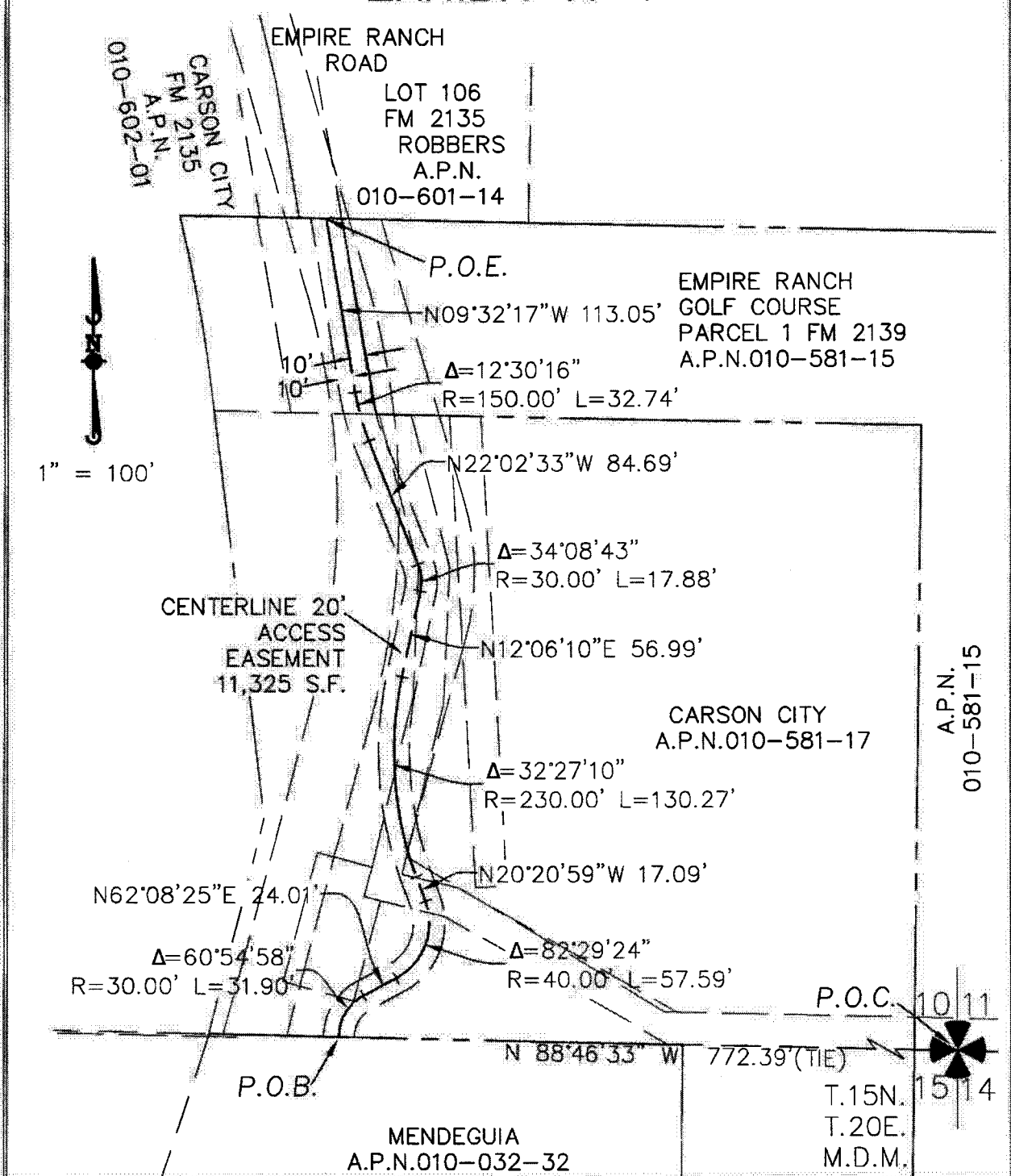


EXHIBIT A-1



ACCESS. EASEMENT	CARSON CITY, NV	FURGERSON RANCH
-------------------------	------------------------	------------------------

PROJ. MGR.: LHS
 DRAWN BY: LHS
 DATE: 4/2/20
 SCALE: 1"=100'


Manhard
 CONSULTING LTD
 www.manhard.com
 9850 Double R Blvd, Suite 101, Reno, NV 89521
 tel: (775) 746-3500 fax: (775) 746-3520

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SHEET
1 OF **1**
 MECCNV 01

EXHIBIT "B"

PUBLIC TRAIL DEDICATION

A portion of Adjusted Assessor's Parcel Number 10-351-25 described in Document No. 175254 recorded May 4, 1995 and depicted on that Record of Survey Supporting a Boundary Line Adjustment for Edd P. Furgerson, recorded May 4, 1995 as File No. 175255, Book 7, Page 2105, Official Records of Carson City, Nevada, situate in the Northeast 1/4 of Section 15, Township 15 North, Range 20 East, Mount Diablo Base and Meridian, Carson City, Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 15, as shown on the above-mentioned Map No. 2105;

THENCE, along the Northerly line of said Section 15, North $88^{\circ}46'33''$ West, 550.00 feet to the Northeast corner of said Adjusted Parcel;

THENCE along the East line of said Adjusted Parcel, South $00^{\circ}41'21''$ West, 701.10 feet to the POINT OF BEGINNING;

THENCE continuing along said East line, South $00^{\circ}41'21''$ West, a distance of 219.23 feet to the Southeast corner of said Adjusted Parcel;

THENCE departing said East line, along the South line of said Adjusted Parcel, North $88^{\circ}46'33''$ West, a distance of 251.15 feet

THENCE departing said South line, North $01^{\circ}13'27''$ East, a distance of 25.44 feet;

THENCE Northeasterly, a distance of 55.31 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of $79^{\circ}13'17''$;

THENCE Northeasterly, a distance of 173.13 feet along the arc of a reverse curve to the left having a radius of 290.00 feet and a central angle of $34^{\circ}12'22''$;

THENCE North $46^{\circ}14'22''$ East, a distance of 44.68 feet;

THENCE Northeasterly, a distance of 35.75 feet along the arc of a curve to the left having a radius of 210.00 feet and a central angle of $09^{\circ}45'13''$;

THENCE North $36^{\circ}29'10''$ East, a distance of 19.39 feet to the POINT OF BEGINNING.

Containing 28,100 square feet, more or less.

BASIS OF BEARINGS: Identical to that of the Parcel Map for Carson City, being Map No. 2132, as File No. 182429, filed in the Official Records of Carson City, Nevada on November 22, 1995. The southerly line of Section 10 taken as North 88°46'33" West.

SURVEYOR'S CERTIFICATE: I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222



EXHIBIT B-1



0 40 80 160



SCALE: 1"=80'

P.O.C.
N88°46'33"W 10 11
550.00'
(TIE)
T.15N. 15 14
T.20E.
M.D.M.

MEDEGUIA
A.P.N. 010-032-32
(ADJUSTED APN 10-351-25
OF SURVEY MAP 2105)

70.00' UNDERGROUND
FACILITIES EASEMENT

P.O.B.

N36°29'10"E
19.39

$\Delta=9°45'13"$
R=210.00' L=35.75'

N46°14'22"E
44.68

$\Delta=79°13'17"$
R=40.00' L=55.31'

R=290.00' L=173.13'
 $\Delta=34°12'22"$

N01°13'27"E
25.44

CENTER OF
PROPOSED TRAIL

EXISTING
DITCH
BANK

S00°41'21"W 701.10' (TIE)
CARSON CITY
A.P.N. 010-581-17
S00°41'21"W 219.23'
EXISTING
GATE

N88°46'33"W 251.15'

BELL
A.P.N. 010-032-23

DEDICATION AREA
28,100 S.F.

PUBLIC TRAIL DEDICATION

CARSON CITY, NV

FURGERSON RANCH

PROJ. MGR.: LHS
DRAWN BY: LHS
DATE: 3/24/20
SCALE: 1"=80'



Manhard
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tel: (775) 746-3500 fax: (775) 746-3520

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SHEET

1 OF 1

CCN.CCNV37 00

EXHIBIT C-0

APN 010-032-32

AFTER RECORDING RETURN TO:
STEPHANIE HICKS, REAL PROPERTY MANAGER
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS EASEMENT DEED, is made this 9th day of April, 2020, between CARLOS AND HILARY MENDEGUIA, hereinafter called GRANTOR and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, as the interest appears of record, hereinafter called GRANTEE.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the GRANTEE, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for access, construction, maintenance and repair of underground reclaimed water facilities, and associated improvements, and the further right to remove trees, bushes, undergrowth, structures and other obstructions interfering with the location, construction and maintenance of said underground facilities upon, under, over and across certain real property to the GRANTEE; said easement is, as shown and more fully described in Exhibit "C", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Carlos Mendeguia 4/9/20
Carlos Mendeguia Date

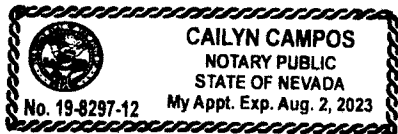
Hilary Mendeguia 4/9/20
Hilary Mendeguia Date

STATE OF Nevada)

COUNTY OF Carson city)

This instrument was acknowledged before me on this 9th day of April, 2020 by Carlos & Hilary Mendeguia

Cailee




APN 010-121-36


APPROVED:


Robert L. Crowell, Mayor 4/16/2020
Date

CITY:
REVIEWED AND RECOMMENDED BY:


Dan Stucky, City Engineer 4/8/2020
Date

APPROVED FOR LEGALITY AND FORM:


Carson City Deputy District Attorney 4/10/2020
Date
Sarah White

ATTEST:

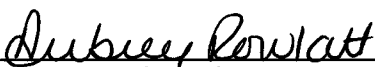

Aubrey Rowlatt, Clerk-Recorder 4/20/20
Date

EXHIBIT "C"

PERMANENT EASEMENT AND RIGHT-OF-WAY FOR UNDERGROUND RECLAIMED WATER FACILITIES

The following describes an Underground Facilities Easement, situated within the Northeast One-Quarter (NE1/4) of Section Fifteen (Sec.15), Township 15 North (T.15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (M.D.M.), being a portion of Adjusted A.P.N. 10-351-25 shown on the Record of Survey Supporting a Boundary Line Adjustment for Edd P. Furgerson, being Map No. 2105, as File No. 175255, in Official Records of Carson City, Nevada, filed May 4, 1995, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 15, as shown on the above-mentioned Map No. 2105;

THENCE, along the northerly line of said Section 15, North $88^{\circ}46'33''$ West, 802.36 feet to the **POINT OF BEGINNING**;

THENCE, departing said northerly line, South $15^{\circ}09'46''$ West, 183.55 feet, to the beginning of a curve to the left;

THENCE southeasterly 81.36 feet along the arc of said curve having a radius of 580.00 feet, through a central angle of $08^{\circ}02'13''$;

THENCE South $07^{\circ}07'33''$ West, 102.98 feet;

THENCE South $82^{\circ}52'27''$ East, 20.00 feet, to the beginning of a non-tangent curve to the left, from which the radius point bears South $82^{\circ}52'27''$ East, a radial distance of 560.00 feet;

THENCE southeasterly 144.79 feet along the arc of said curve through a central angle of $14^{\circ}48'50''$;

THENCE South $07^{\circ}41'17''$ East, 11.87 feet, to the beginning of a curve to the right;

THENCE southwesterly 338.82 feet along the arc of said curve having a radius of 640.00 feet through a central angle of $30^{\circ}19'57''$;

THENCE South $22^{\circ}38'40''$ West, 73.73 feet, to the South line of said Adjusted A.P.N. 10-351-25;

THENCE along said South line North $88^{\circ}46'33''$ West, 75.45 feet to a point of cusp, from which the radius point bears North $64^{\circ}20'44''$ West, a radial distance of 170.00 feet;

THENCE departing said South line northwesterly 8.93 feet along the arc of said curve to the left, through a central angle of 03°00'36";

THENCE North 22°38'40" East, 92.36 feet, to the beginning of a curve to the left;

THENCE Northwestery 301.76 feet along the arc of said curve having a radius of 570.00 feet through a central angle of 30°19'57";

THENCE North 07°41'17" West, 11.87 feet, to the beginning of a curve to the right;

THENCE Northeasterly 162.89 feet along the arc of said curve having a radius of 630.00 feet through a central angle of 14°48'50";

THENCE South 82°52'27" East, 20.00 feet;

THENCE North 07°07'33" East, 102.98 feet, to the beginning of a curve to the right;

THENCE northeasterly 86.97 feet along the arc of said curve having a radius of 620.00 feet, through a central angle of 08°02'13";

THENCE North 15°09'46" East, 173.63 feet, to the North line of said Section 15;

THENCE along said North line of Section 15, South 88°46'33 East, 41.21 feet, to the POINT OF BEGINNING

Containing 54,773 square feet, more or less.

BASIS OF BEARINGS:

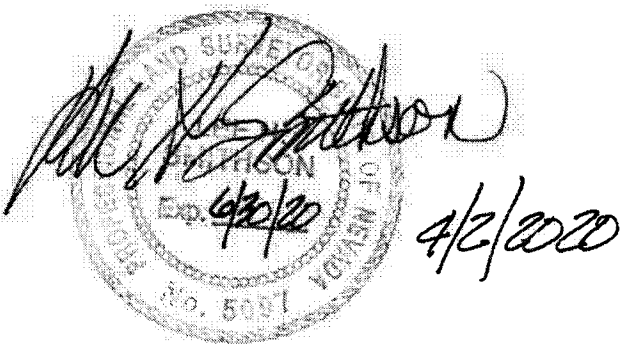
Identical to that of the Parcel Map for Carson City, being Map No. 2105, as File No. 175255, filed in the Official Records of Carson City, Nevada on May 4, 1995. The North line of Section 15 taken as North 88°46'33" West.

SURVEYOR'S CERTIFICATE:

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222

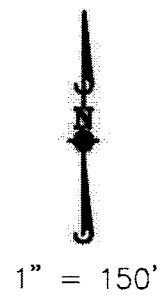
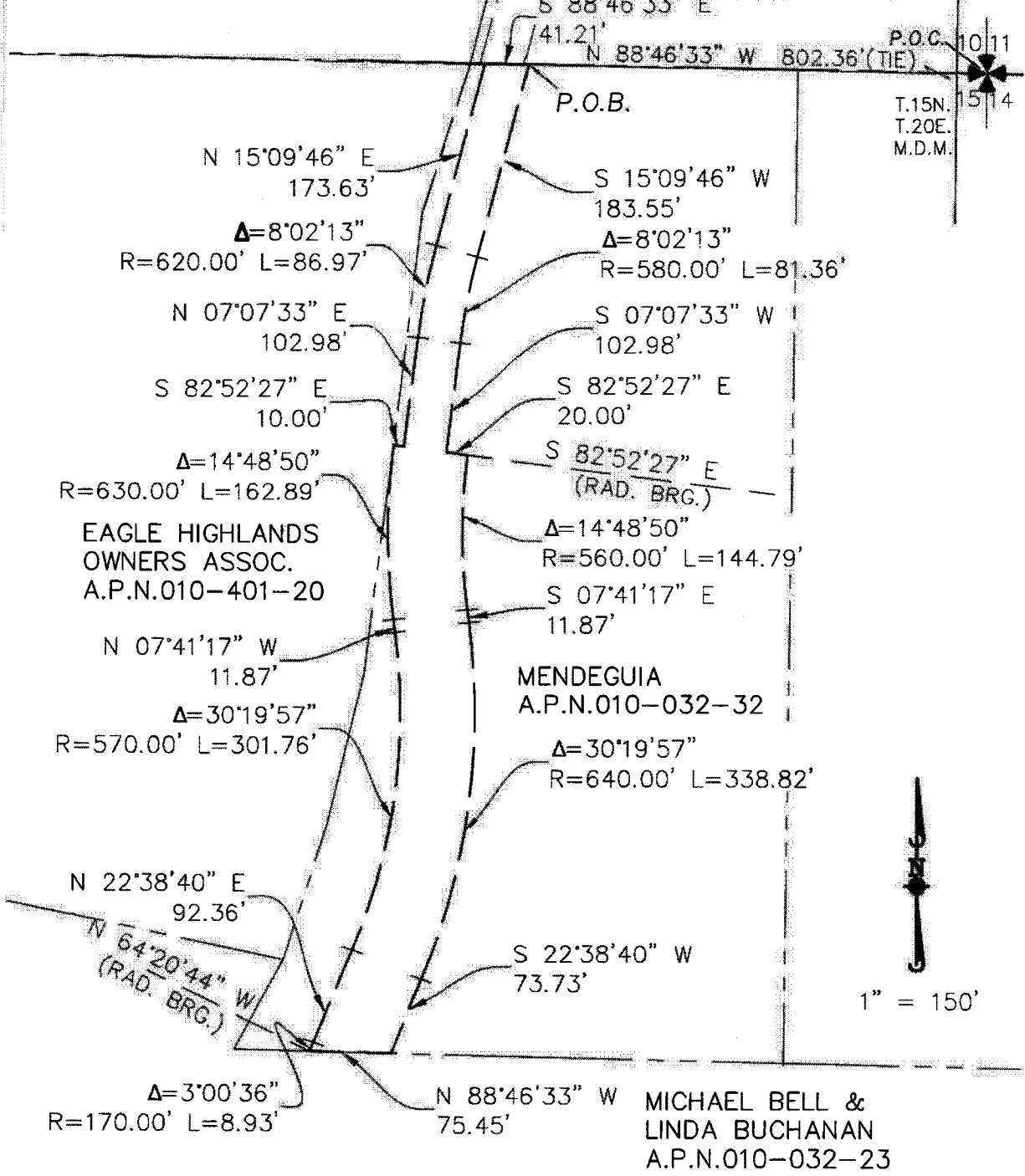


4/2/2020

EXHIBIT C-1

CARSON CITY

A.P.N. 010-581-17



EASEMENT & RIGHT-OF-WAY		CARSON CITY, NV	FURGERSON RANCH
PROJ. MGR.: LHS DRAWN BY: LHS DATE: 4/2/20 SCALE: 1"=150'	 Manhard CONSULTING LTD 241 RIDGE ST., STE. 400, RENO, NV., 89501 tel: (775) 746-3500 fax: (775) 746-3520	© 2008 ALL RIGHTS RESERVED www.manhard.com	SHEET 1 OF 1 CCNCCNV37 00

Exhibit D – Fence Details



Above - Split rail at Moffat Open Space.