



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 16, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed 18,000 square foot non-exclusive utility and access easement ("Easement") from Carson City to Great Basin Transmission Company at no cost for natural gas pipeline and appurtenances located within the portion of Carson City's right-of-way on N. Edmonds Drive ("ROW") abutting Assessor's Parcel Number ("APN") 008-307-17 ("Property"). (Darren Schulz, dschulz@carson.org and Robert Nellis, rnellis@carson.org).

Staff Summary: Great Basin Transmission Company was formerly known as Paiute Pipeline Company, and is a wholly owned subsidiary of Southwest Gas Corporation ("Gas Company"). There are existing natural gas utilities within the ROW delivering natural gas to City residents. The owner of the Property has requested that the City and Gas Company enter into the Easement, as the Property's owner believes the Easement will satisfy a Housing and Urban Development ("HUD") condition to secure refinancing for the 55 unit apartment complex on the Property.

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

Proposed Motion

I move to approve, and authorize the Mayor to sign, the Easement as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

None

Background/Issues & Analysis

The Gas Company installed gas utilities within the ROW in the 1960's. The Property houses a 55-unit apartment complex, and the owner reports applying for refinancing on the Property through a loan requiring that certain HUD-imposed conditions are met. The Property owner reports that the Easement will assist in satisfying those conditions.

The Gas Company has approved the Easement. A legal description for the Easement area within the existing ROW has been attached to the Easement as Exhibit "A" and is shown on Exhibit "A-1."

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.270

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: This easement is being granted to the Gas Company at no cost.

Alternatives

Do not approve the grant of easement and/or provide alternate direction to staff.

Attachments:

[N Edmonds Gas Easement \(Final\).pdf](#)

Board Action Taken:

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

(Vote Recorded By)

APN: 008-307-17

When recorded return to:
Dwight and Sandra Millard
1885 E. Long Street
Carson City, Nevada 89706

GRANT OF EASEMENT

To accommodate rights for high pressure pipeline and appurtenances.

CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada, for and in consideration of the sum of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **Great Basin Gas Transmission Company** ("Great Basin"), formerly known as Paiute Pipeline Company, a wholly owned subsidiary of Southwest Gas Corporation whose principal place of business is 8360 South Durango Drive, Las Vegas, Nevada 89113, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual non-exclusive easement for the installation and maintenance and operation of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT A

Together with the right of ingress and egress to and from the said easement and right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal, replacement or abandonment in place of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for utility infrastructure or for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

All provisions of this Easement, including the benefits and burdens, run with the land, and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

Only Grantor or Grantee may enforce this Easement, by appropriate action. The prevailing party in such proceeding shall be entitled to recover as part of its costs a reasonable attorney's fee.

This Easement shall be construed as if prepared by both Grantor and Grantee, and will be construed, interpreted, and governed by the laws of the State of Nevada. Any legal action or proceeding to interpret or enforce this Easement shall be brought in the First Judicial District Court in and for Carson City, Nevada.

This Easement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and any amendments to this Easement shall be in writing and signed by both parties hereto. Grantor and Grantee have entered into this Easement at the request of Gordon Park Apartments, LLC (“Gordon Park”). Gordon Park acknowledges that neither Grantor nor Grantee has represented or warranted to Gordon Park or any of its employees, officers, or agents that the Easement will be suitable for Gordon Park’s intended purposes.

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this _____ day of _____, 20____.

Carson City, Nevada

Grantor _____
Signature and Title

ACKNOWLEDGEMENT

STATE of NEVADA
County of _____

On _____ day of _____, 20____, before me, _____, a notary
(here insert name of the notary)

Public, personally appeared _____, who proved to me on the
(here insert name of Grantor officer)

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature _____ (Seal)

Signature for Great Basin:

Signature

Print Name

Mark Litwin, Vice President/General Manager

ACKNOWLEDGEMENT

STATE of NEVADA

County of _____

On _____ day of _____, 20____, before me, _____, a notary
(here insert name of the notary)

Public, personally appeared _____, who proved to me on the
(here insert name of Grantor officer)

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Notary Signature _____ (Seal)

Signature for Gordon Park:

Signature

Print Name

Dwight Millard, Owner

ACKNOWLEDGEMENT

STATE of NEVADA

County of _____

On _____ day of _____, 20____, before me, _____, a notary
(here insert name of the notary)

Public, personally appeared _____, who proved to me on the
(here insert name of Grantor officer)

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Notary Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
GAS PIPELINE EASEMENT

The following describes an easement for a gas pipeline easement, situate in the North Half (N ½) of the Southwest Quarter (SW ¼) of Section 10, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, being a portion of N. Edmonds Drive; being more fully described as follows:

Commencing at the Southeast corner of Parcel 8-307-15, as shown on that Record of Survey Map No. 2503, Parcel now known as 008-307-17, said point also being on the West Right-of-Way line of N. Edmonds Drive;

Thence perpendicular to said West Right-of-Way line, N89°49'51"E, a distance of 5.00 feet, to the Point of Beginning;

Thence parallel to the East line of said Parcel 008-307-17 and the West line of said Right-of-Way, N00°10'09"W, a distance of 360.00 feet;

Thence N89°49'51"E, a distance of 50.00 feet, to the East Right-of-Way line of N. Edmonds Drive;

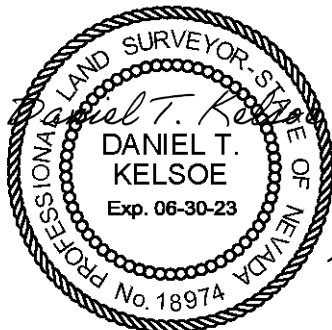
Thence along said East Right-of-Way line, S00°10'09"E, a distance of 360.00 feet;

Thence leaving said East Right-of-Way line, S89°49'51"W, a distance of 50.00 feet, to The Point Of Beginning.

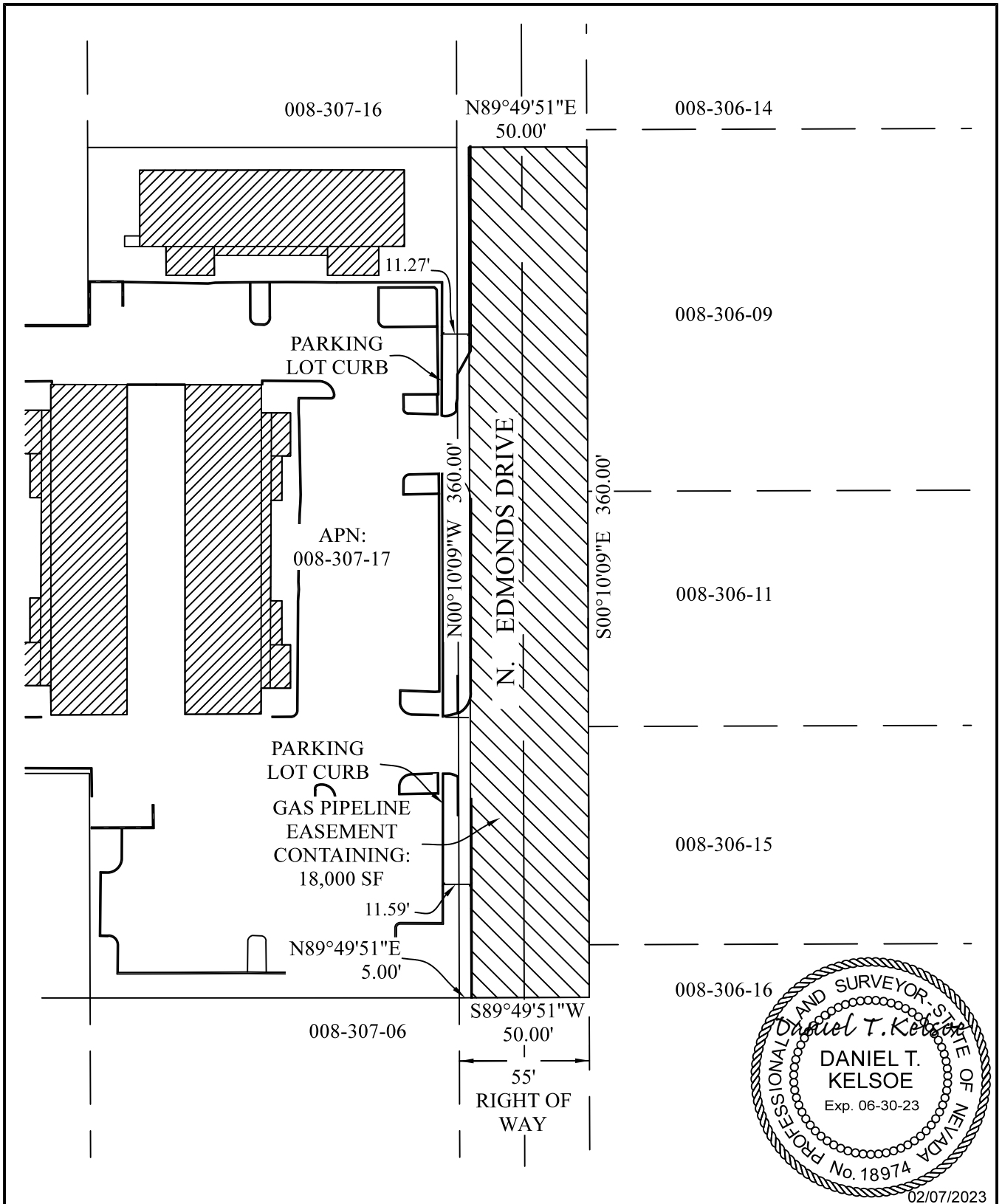
Containing: 18,000 Square Feet, more or less

Basis of Bearing: The Basis of Bearings for this description is the same as is shown on Record of Survey Map No. 2503, Official Records of Carson City, Nevada.

Prepared by:
Daniel T. Kelsoe,
Nevada License No. 18974
DK Survey, Inc.
2035 Woodhaven Lane
Sparks, Nevada 89434



12-08-2022



DK SURVEY, Inc.

2035 WOODHAVEN LANE
 SPARKS, NEVADA 89434
 775-750-0584
 DAN@DKSURVEYINC.COM

DRAWN: DTK

DATE: 2023-02-07



EXHIBIT A-1

EXHIBIT IN SUPPORT OF A LEGAL
 DESCRIPTION FOR A GAS PIPELINE EASEMENT

N. EDMONDS DRIVE
 CARSON CITY, NEVADA

CARSON COUNTY NEVADA

PROJECT NO. 161-21-037.2