Hem# 4-5

# Carson City Board of Supervisors Agenda Report

Date Submitted: October 27, 2008

Agenda Date Requested: November 6, 2008

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works

**Subject Title**: Action to approve a resolution adopting and approving the agreement by and between Carson City and Gregg Street Partners LLC to sell to Gregg Street Partners LLC a portion of certain real property described as APN 009-161-01 pursuant to NRS 244.281(e)(1)(I) for TEN THOUSAND, FOUR HUNDRED FIFTY DOLLARS (\$10,450.00) and authorize the Mayor sign the agreement; and to approve the sign and electrical easement for APN 009-161-01.

**Staff Summary:** At the October 8, 2008, Regional Transportation Commission meeting the commission recommended that the Board of Supervisors approve the agreement between Gregg Street Partners LLC and Carson City for the liquidation of real property acquired for roadway improvements for Clearview Drive including Clearview/Carson Street Intersection. Gregg Street Partners LLC have agreed to purchase the remainder portion of APN 009-161-01, including the sign and electrical easement. The other portion of APN 009-161-01 was sold to the adjacent property owner William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust".

Type of Action Requested: (check one)  (X_) Resolution  () Formal Action/Motion	() Ordinance () Other (Specify)	
Does This Action Require A Business In	pact Statement: ( ) Yes ( X ) N	lo

**Recommended Board Action:** I move to approve a resolution adopting and approving the agreement by and between Carson City and Gregg Street Partners LLC to sell to Gregg Street Partners LLC a portion of certain real property described as APN 009-161-01 pursuant to NRS 244.281(e)(1)(I) for TEN THOUSAND, FOUR HUNDRED FIFTY DOLLARS (\$10,450.00) and authorize the Mayor sign the agreement; and to approve the sign and electrical easement for APN 009-161-01.

**Explanation for Recommended Board Action:** The Carson City Regional Transportation Commission approved a project to re-align the intersection of Clearview Drive/Carson Street including pavement replacement and curb, gutter and sidewalk installation on Clearview Drive. Public Works is finalizing the acquisition of right-of-way and easements necessary to allow the street to be re-aligned.

This portion of real property consists 3,453 square feet.

**Applicable Statue, Code, Policy, Rule or Regulation:** Nevada Revised Statutes relating to the purchase of real property.

Fiscal Impact: Revenue impact of \$10,450.00.

Explanation of Impact: The amount of the agreement was based on the appraisal from the firm of Johnson-Perkins & Associates' value determination letter of November 13, 2007, which was reviewed and approved by the Capital Program Manager and subsequently negotiated with the property owner.

Funding Source: Regional Transportation Commission Alternatives: Do not approve the recommended action. Supporting Material: Resolution, Agreement, Sign Easement, Electrical Easement and Deeds

Prepared By: Kim Belt, Capital Program Manager Date: 10-28-08 Reviewed By: Date: 10-28-05 (City Manager) Date: 10-28-08 (Finance Director) **Board Action Taken:** Aye/Nay Motion: 3) \_\_\_\_\_ 4) \_\_\_\_\_

(Vote Recorded By)

RESOLUTION NO.
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A RESOLUTION ADOPTING AND APPROVING THE AGREEMENT BY AND BETWEEN CARSON CITY AND GREGG STREET PARTNERS LLC TO SELL TO GREGG STREET PARTNERS LLC A PORTION OF CERTAIN REAL PROPERTY DESCRIBED AS APN 009-161-01 PURSUANT TO NRS 244.281(e)(1)(I)

WHEREAS, Carson City is authorized pursuant to NRS 244.281(e)(1)(I) to sell real property to an adjacent property owner if the parcel of real property is a remnant that was separated from its original parcel due to the construction of a street, alley, avenue or other thoroughfare, or portion thereof, flood control facility or other public facility; and

WHEREAS, A remnant remains of certain real property described as APN 009-161-01 following the construction of the Clearview Drive widening project; and

WHEREAS, Gregg Street Partners LLC is the owner of property adjacent to the remnant of the certain real property described as APN 009-161-01; and

WHEREAS, Carson City Board of Supervisors determines that the sale of the remnant of certain real property described as APN 009-161-01 to Gregg Street Partners LLC is in the best interest of Carson City;

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement by and between Carson City and Gregg Street Partners, LLC to sell to Gregg Street Partners, LLC a portion of certain real property described as APN 009-161-01 is hereby approved.

Upon motion by Supervisor		, seconded by	
Supervisor		, seconded by, the foregoing Resolution was passed and	
adopted this	day of	, 2008 by the following vote:	
AYES:		NAYES:	
ABSENT:		ABSTAIN:	
.*			
		Marv Teixeira, Mayor Carson City, Nevada	
ATTEST:			
Alan Glover, Clerk/Rec	order		
man Giovol, Clubico	Oluci		

Carson City, Nevada

Ptn. APN 009-161-01

AFTER RECORDING RETURN TO: KIM BELT CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NV 89701-3498 APN 009-161-01

#### **AGREEMENT**

	day of	200	Gregg Street
Partners LLC, hereinafter called the G	RANTEE, and CARSON C	ITY NEW	DA. A
CONSOLIDATED MUNICIPALITY, here	einafter called the CITY.	,	,,,,,

#### WITNESSETH:

- 1. The CITY, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:
  - (a) To convey all that certain real property, a portion of APN 009-161-01, to GRANTEE. Said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBITs "A" and "B" CITY EXHIBIT PARCEL "C" attached hereto and made a part hereof.
  - (b) To deliver into escrow a deed for the property described in section 1 (a) of this agreement conveying all that said real property free and clear of any and all liens and encumbrances excepting there from the easements, Sign Easement, 5.00' P.U.E. and 5.00' E.E, described and depicted in EXHIBITs "A" and "B" CITY EXHIBIT PARCEL "C" and EXHIBITs "A" and "B" CITY EXHIBIT-"SIGN EASEMENT" attached hereto and made a part hereof.
  - (c) To be responsible for said premises, including risk and liability for loss or damage including all repairs and/or maintenance to said premises until such date as CITY has delivered the before mentioned deed to GRANTEE.
  - (d) To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding GRANTEE's right to participate, GRANTEE from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

- 2. GRANTEE, in consideration of the promises and covenants of the CITY hereinabove set forth, agrees as follows:
  - (a) To pay the CITY in the manner hereinafter provided the sum of TEN THOUSAND, FOUR HUNDRED FIFTY DOLLARS (\$10,450.00).
  - (b) To the fullest extent permitted by law, GRANTEE shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of GRANTEE, their officers, employees and/or agents arising out of performance of the AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This Indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.
  - 3. It is mutually agreed and understood by the CITY and by GRANTEE as follows:
  - (a) If GRANTEE 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 this Agreement. If GRANTEE 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.
  - (b) The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of any remaining provision.
  - (c) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
  - (d) This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
  - (e) All property descriptions are approximate and subject to slight adjustment as necessary to meet construction requirements.

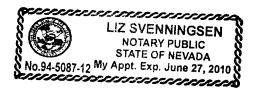
## Ptn. APN 009-161-01

- (f) 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.
- (g) As used herein the term GRANTEE shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.
- (h) 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.

# Ptn. APN 009-161-01

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

GRANTEE:
Gregg Street Partners, LLC
By: Samon & Monte 8-26-08 Date
Name: Ramona Moyle
J
Title or Capacity: Managing Member
STATE OF Nevador )
STATE OF Nevador )  SS.  COUNTY OF Carson City )
This instrument was acknowledged before me on Aub 26, 2008 , 20 by Ramona L. Moyle as managing member for Gregg Street Partners, LLC.
Sy Synningsen



CITY:	
REVIEWED AND RECOMMENDER	D BY:
K- Beet	9/29/08
KIM BELT Capital Program Manager	Date
APPROVED FOR LEGALITY AND	FORM:
Carson City District Attorney	Date
MARV TEIXEIRA, Mayor	Date
ATTEST:	
ALAN GLOVER, Clerk-Recorder	Date

#### EXHIBIT "A"

## **CITY EXHIBIT PARCEL "C"**

A portion of the Northwest One Quarter (NW 1/4) of the Northwest One Quarter (NW 1/4) of Section 32, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

BEGINNING at the Northwest corner of Parcel 3 of said Record of Survey Map No. 2308, File No. 230508, Official Records of Carson City, Nevada; thence, along a Northerly extension of the Westerly line of said Parcel 3, North 08°30'20" East 34.65 feet; thence, leaving said northerly extension, South 89°09'06" East 98.25 feet to a point on the northerly extension of the easterly line of said Parcel 3, that bears North 00°51'00" East 34.34 from the northeast corner of said Parcel 3; thence, along said northerly extension, South 00°51'00" West 34.34 feet to the northeast corner of said Parcel 3; thence, along the northerly line of said Parcel 3, North 89°09'06" West, 102.87 feet to the POINT OF BEGINNING.

#### TOGETHER WITH:

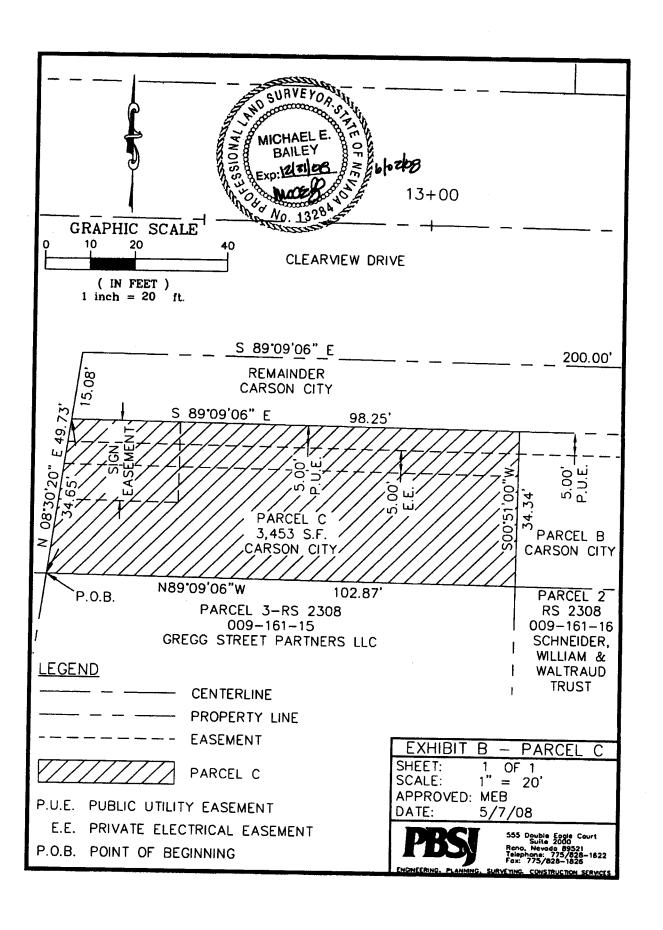
A public utility easement over the northerly 5.00 feet of the above described Parcel "C," shown as "5.00' P.U.E." in Exhibit B.

A sign easement described separately herein, located in the northwest corner of the above described Parcel "C," and shown as "Sign Easement" in Exhibit B.

A private underground electrical easement 5.00 feet wide, the northerly line of which lies 5.00 feet southerly of the northerly line of the above described Parcel "C," shown as "5.00' E.E." in Exhibit B.

Containing 3,453 square feet of land, more or less.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.



#### **EXHIBIT "A"**

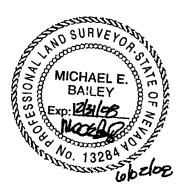
#### **CITY EXHIBIT - "SIGN EASEMENT"**

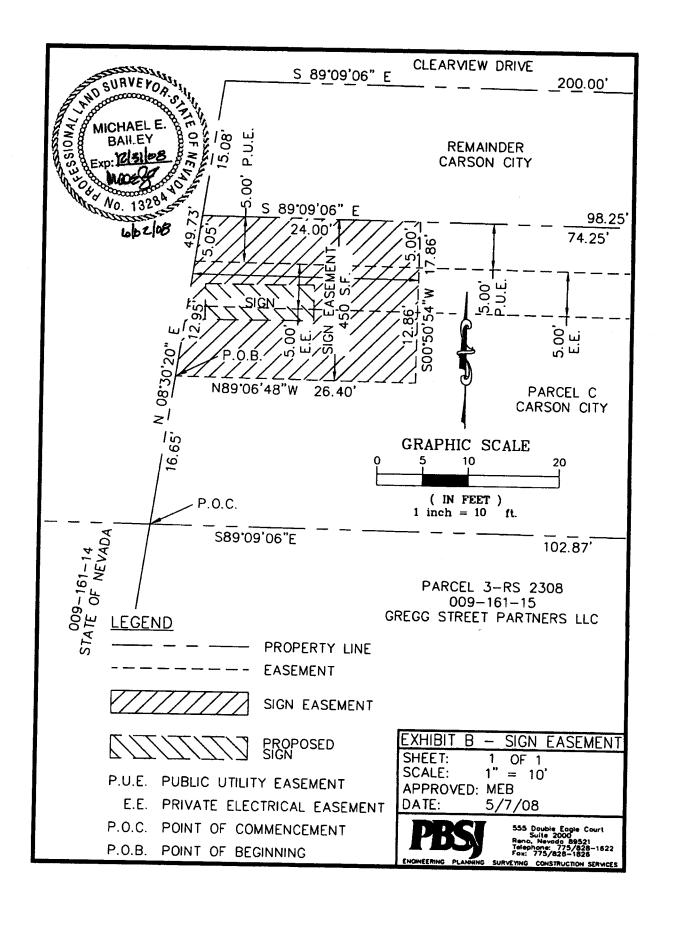
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Containing 450 square feet of land, more or less.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.





Ptn of APN 009-161-01

AFTER RECORDING RETURN TO:

KIM BELT CASRON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NV 89701-3498

#### **DEED**

THIS DEED, made this \_\_\_ day of \_\_\_\_, 20\_\_, between Gregg Street Partners LLC, hereinafter called GRANTEE, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

#### WITNESSETH:

That the CITY, 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, bargain, and sell unto the GRANTEE and to its assigns forever all that certain real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibit "A" and "B" attached hereto and made a part hereof:

EXCEPTING THEREFROM an easement for utility purposes being 5 feet in width parallel with and adjacent to the southerly right of way line for Clearview Drive and shown in Exhibit "B".

EXCEPTING THEREFROM a private underground electric easement being 5 feet in width parallel to and 5 feet south of southerly right of way line for Clearview Drive and shown in Exhibit "B".

EXCEPTING THEREFROM a sign easement as depicted in Exhibit "B".

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 hereinabove expressly excepted from this conveyance.

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

# Ptn of APN 009-161-01

	IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year fir	st
above v	ritten.	

MARV TEIXEIRA, Mayor	Date	_	
STATE OF	) ) SS.		
COUNTY OF	)		
This instrument was ac by MARV TEIXEIRA, Mayor.	cknowledged bel	fore me on	, 20,
NOTARY PUBLIC		·	
	CITY:		
		REVIEWED AND RECOMMENDED BY:	
		K. See	9/29/08
		KIM BELT Capital Program Manager	Date
		APPROVED FOR LEGALITY AND FORM:	
		Carson City District Attorney	Date
		ATTEST:	
		ALAN GLOVER Clerk-Recorder Da	ate

#### EXHIBIT "A"

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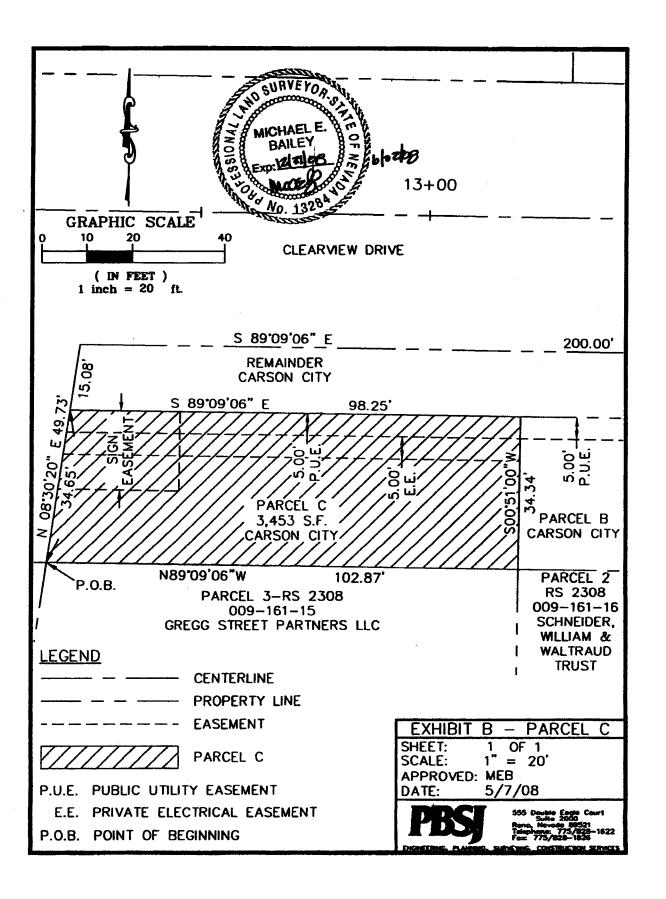
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## **ESCROW INSTRUCTIONS**

Carson City

Curry Drive Widening Owner: Carson City

Grantee: Gregg Street Partners LLC

Escrow #

To: Northern Nevada Title Company

In accordance with the attached agreement between the Gregg Street Partners LLC and Carson City please perform the following services:

- 1. Disburse the sum of [\$10,450] to Carson City which sum will be furnished by Gregg Street Partners LLC for your deposit in escrow.
- 2. Issue a title report reflecting all easements, encumbrances and liens of record. [ ] No
- Issue Title Insurance in the amount of [\$10,450]. 3.
- Pay all accrued, due or delinquent property taxes, up to and including the date of recording, public improvement bonds, sewer use fees or assessments, together with penalties, if any, to which this parcel is subject.
- Record the instrument(s) conveying title or interest to Gregg Street Partners LLC.
- Furnish a copy of the closing statements to both Grantee and Carson City showing the complete breakdown of disbursements out of the escrow.
- 7. Full payment of escrow fees to be made upon completion and receipt of all items listed above.
- The City of Carson is not responsible for and will not pay any real estate commissions nor will any real estate commissions be deducted from funds placed in escrow.

You are to bill separately to the City of Carson and outside of the escrow any or all of the following costs.

1. Escrow fees

- 4. Prepayment penalty, if any.
- 2. Escrow holder's fees

CAPITAL PROBRAM MANAGER

5. Recording fees for reconveyances and releases

Grantee

- 3. Conveyancing fees
- 6. Title insurance policy costs if ordered herein

**Escrow Officer** Date 9/29/08 Date

Date 8-26-08 Grantee