

Item # 3-4A

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** December 19, 2008

**Agenda Date Requested:** January 5, 2009  
**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Public Works

**Subject Title:** Action to approve and authorize the Mayor to sign an agreement between Melvin T. Cowperthwaite and Josephine G. Cowperthwaite, Trustees of the Cowperthwaite Family Trust, dated December 15, 1995, and Carson City in accordance with the Board of Supervisors decision made at the September 15, 2005 Board Meeting in regards to the negative influence on the domestic wells by the City's new well located on Foothill Road near Winnie Lane.

**Staff Summary:** Staff is asking that the Board of Supervisors approve the agreement between Melvin T. Cowperthwaite and Josephine G. Cowperthwaite, Trustees of the Cowperthwaite Family Trust, dated December 15, 1995, and Carson City for permission to construct outside of right-of-way necessary to meet the requirements of a customer service connection and abandonment of a domestic well for a cost of approximately \$11,867.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve and authorize the Mayor to sign an agreement between Melvin T. Cowperthwaite and Josephine G. Cowperthwaite, Trustees of the Cowperthwaite Family Trust, dated December 15, 1995, and Carson City in accordance with the Board of Supervisors decision made at the September 15, 2005 Board Meeting in regards to the negative influence on the domestic wells by the City's new well located on Foothill Road near Winnie Lane.

**Explanation for Recommended Board Action:** In order to finalize the construction of the Orchard Road Water Line project permission to construct outside of right-of-way was required.

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

**Fiscal Impact:** \$11,867.00.

**Explanation of Impact:** The amount of the agreement includes the easement cost of \$7,500, construction costs for the installation of the customer service line and closure of property owner's existing well.

**Funding Source:** Water Fund

**Alternatives:** Do not approve the recommended action.

**Supporting Material:** Agreement to Provide Water Service and Water Line and Emergency Access Easement Deed

**Prepared By:** Kim Belt, Capital Program Manager

Reviewed By:

[Signature]  
(Public Works Director)

Date: 12/23/08

[Signature]  
(City Manager)

Date: 12/23/08

[Signature]  
(District Attorney)

Date: 12/23/08

[Signature]  
(Finance Director)

Date: 12/23/08

Board Action Taken:

Motion: \_\_\_\_\_

	Aye/Nay
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____

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

APN 007-572-06

LEGAL DESCRIPTION PREPARED BY:  
MICHAEL BAILEY, R.L.S.

AFTER RECORDING RETURN TO:  
KIM BELT  
CAPITAL PROGRAM MANAGER  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498  
Ptn. Of APN 007-572-06 (FORMERLY 008-072-37)

### AGREEMENT TO PROVIDE WATER SERVICE

THIS AGREEMENT, made this 29 day of OCTOBER, 2008, between Melvin T. Cowperthwaite and Josephine G. Cowperthwaite, Trustees of the Cowperthwaite Family Trust, dated December 15, 1995, 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 as hereinafter provided agrees as follows:

a. To convey a permanent water line and emergency access easement of approximately 15,495 square feet for the purpose of (1) extending CITY's water system to provide potable water and the associated improvements to APN 007-572-06 (Formerly 008-072-37) and APN 007-572-07 (Formerly APN 008-072-38); (2) to provide a potential future connection to a water line serving parcels APN 007-572-05, 007-572-10, 007-572-11, 007-572-28, 007-572-29, 007-572-30 and 007-572-31 and (3) to provide for gated and locked emergency access for the parcels identified as APN 007-572-05, 007-572-07, 007-572-10, 007-572-11, 007-572-28, 007-572-29, 007-572-30 and 007-572-31 upon over and across the subject property (Ptn. 007-572-06) to CITY; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described as being a portion of Section 7, T. 15 N., R. 20 E., M.D.M., and being more fully described by metes and bounds as shown on Exhibit A.

b. To deliver to the CITY an easement deed for the purpose of extending a water main and for providing an emergency access easement as described in section 1 (a) of this agreement.

(b) To permit the CITY or its authorized agents, assignees and contractors to enter in and upon OWNER'S lands, APN 007-572-06, as required to fulfill CITY's obligations under this agreement.

APN 007-572-06

c. To be responsible for the maintenance, repair and liability of the "Customer Service Connection" which consists of the pipe and appurtenances between the water meter and the Owner's plumbing located within parcel 007-572-06.

d. To hold harmless CITY for any damages suffered by OWNER, any future owners or assignees due to the water program implemented by CITY.

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

a. To pay OWNER in the manner hereinafter provided, the sum of **SEVEN THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$7,500)**, which shall be the total purchase price for all said easement to be conveyed.

b. At its sole cost and expense, will construct or have constructed all the "Public Main" which consists of the water pipes and appurtenances, up to and including the water meter, to provide potable water service to parcel APN 007-572-06. The water line will be constructed in accordance with CITY standards and will include all necessary valves, fittings, fire hydrants required as part of regular water main extension. The City will be responsible for repair and maintenance of the "Public Main".

c. At its sole cost and expense will construct or have constructed "Customer Service Connection", consisting of the connection between the "Public Main", at the customer side of the proposed water meter, and the structure to serve OWNER's property provided, that at the time of connection, the service is for one single family dwelling and associated facilities. CITY will pay the cost for "capping" OWNER's well to State of Nevada standards. The City will not be responsible for future repair, maintenance or liability of the "Customer Service Connection" after the initial installation.

d. To waive the water connection fees for a period of 10 years from the date of this agreement should OWNER elect to not have the connection described in Section 2 (b).

e. To agree to continued use of the existing irrigation well on Parcel 007-572-06 for irrigation purposes.

f. That the easement provided under this agreement will not be expanded or improved without OWNER's written consent and such expansion or improvement will not be funded in any part by OWNER as long as the use of OWNER's property remains as a single parcel for a single family dwelling.

g. To the extent provide 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 and the rights granted pursuant to this agreement proximately caused by any act or omission of the CITY, or its officers, agents, assignees and employees.

h. 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 reconstruct said driveway, 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. Owner will, from the date of this agreement and as long as the property 007-572-06 is developed as a single family residence, have use of the gated and locked emergency access to Winnie Lane through parcels 007-572-10 and 007-572-11 and use of the private access through parcels 007-572-28, 007-572-29, 007-572-30 and 007-572-31.

b. The purpose of this agreement is to off-set any damage to the OWNER's domestic well that may be done due to the development of CITY's water supplies.

c. This agreement satisfies all OWNER's claims, no further claim will be made against CITY and OWNER waives any future right to any claims related to the development of the CITY's water system.

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 this 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.

APN 007-572-06

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.

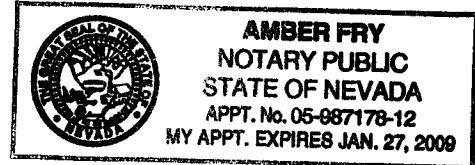
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Melvin T. Cowperthwaite 10-29-08  
Melvin T. Cowperthwaite, Date  
Trustee of the Cowperthwaite Family Trust,  
dated December 15, 1995.

STATE OF NEVADA )  
COUNTY OF Carson ) SS.

This instrument was acknowledged before me on October 29, 2008, by Melvin T. Cowperthwaite, Trustee of the Cowperthwaite Family Trust, dated December 15, 1995.

Amber Fry  
NOTARY PUBLIC

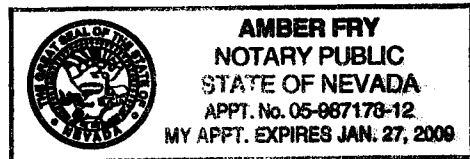


Josephine G. Cowperthwaite 10-29-08  
Josephine G. Cowperthwaite, Date  
Trustee of the Cowperthwaite Family Trust,  
dated December 15, 1995.

STATE OF NEVADA )  
COUNTY OF Carson ) SS.

This instrument was acknowledged before me on October 29, 2008, by Josephine G. Cowperthwaite, Trustee of the Cowperthwaite Family Trust, dated December 15, 1995.

Amber Fry  
NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:

K. Belt 12/14/09  
KIM BELT Date  
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

ATTEST:

Robert L. Crowell, Mayor Date

ALAN GLOVER, Clerk-Recorder Date

APN 007-572-06

AFTER RECORDING RETURN TO:

KIM BELT  
CAPITAL PROGRAM MANAGER  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498

WATER LINE AND EMERGENCY ACCESS EASEMENT DEED

THIS WATER LINE AND EMERGENCY ACCESS EASEMENT DEED, made this ~~29~~ day of Oct, 2008, between Melvin T. Cowperthwaite and Josephine G. Cowperthwaite, Trustees of the Cowperthwaite Family Trust, dated December 15, 1995, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

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 CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for water line and emergency access purposes upon, over and across certain said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits A and B 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 for the term of this easement deed.



APN 007-572-06

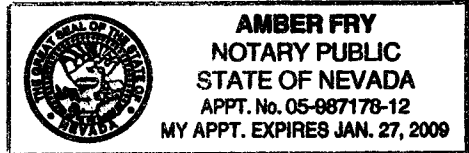
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Melvin T. Cowperthwaite 10-29-08  
Melvin T. Cowperthwaite, Date  
Trustee of the Cowperthwaite Family Trust,  
dated December 15, 1995

STATE OF NEVADA )  
COUNTY OF Carson ) SS.

This instrument was acknowledged before me on October 29,  
2008 by Melvin T. Cowperthwaite, Trustee of the Cowperthwaite Family Trust, dated December 15,  
1995.

Amber Fry  
NOTARY PUBLIC

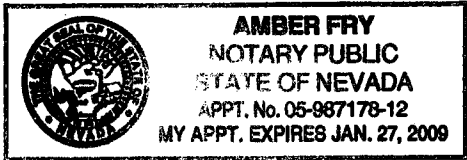


Josephine G. Cowperthwaite 10-29-08  
Josephine G. Cowperthwaite, Date  
Trustee of the Cowperthwaite Family Trust,  
dated December 15, 1995

STATE OF NEVADA )  
COUNTY OF Carson ) SS.

This instrument was acknowledged before me on October 29,  
2008 by Josephine G. Cowperthwaite, Trustee of the Cowperthwaite Family Trust, dated December  
15, 1995.

Amber Fry  
NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:  
K. Belt 12/19/08  
KIM BELT Date  
Capitol Program Manager

APPROVED FOR LEGALITY AND FORM:  
\_\_\_\_\_  
Carson City District Attorney Date

ATTEST:

\_\_\_\_\_  
Robert L. Crowell, Mayor Date

\_\_\_\_\_  
ALAN GLOVER, Clerk-Recorder Date

**EXHIBIT A  
ORCHARD ROAD PUBLIC UTILITY EASEMENT**

All that portion of Section 7, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

BEGINNING at the Northeast corner of Parcel 4-A of Parcel Map No. 924 for William Bliss, as shown on the map filed as Document No. 10235, Official Records of Carson City;  
Thence, along an Easterly extension of the Northerly line of said Parcel 4-A, South 89°26'32" East, 60.00 feet;  
Thence departing said Easterly extension, South 00°33'28" West, 10.00 feet;  
Thence North 89°26'32" West, 33.29 feet; thence South 01°25'48" East, 76.58 feet;  
Thence South 89°26'32" East, 30.64 feet; thence South 00°33'28" West, 10.00 feet;  
Thence North 89°26'32" West, 30.29 feet; thence South 01°23'55" East, 98.30 feet;  
Thence South 12°15'56" West, 114.26 feet; thence South 23°30'56" West, 110.28 feet;  
Thence South 34°45'56" West, 51.61 feet;  
Thence South 55°14'04" East, 27.00 feet to a point on the Westerly line of Parcel 1 of Parcel Map No. 1469 filed as Document No. 58963, Official Records of Carson City;  
Thence along said Westerly line, South 34°45'56" West, 10.00 feet;  
Thence departing said Westerly line, North 55°14'04" West, 27.00 feet;  
Thence South 34°45'56" West, 154.03 feet;  
Thence South 55°19'00" East, 27.00 feet to a point on the Westerly line of Parcel 1 of Parcel Map No. 1469 filed as Document No. 58963, Official Records of Carson City;  
Thence along said Westerly line, South 34°45'56" West, 10.00 feet;  
Thence departing said Westerly line, North 55°19'00" West, 27.00 feet;  
Thence South 34°45'56" West, 61.65 feet to a point on the Northerly line of Orchard Road, a utility and private access easement shown as a portion of Parcel 3 on the Parcel Map for Arthur J. Palmer and Allison M. Palmer filed in Book 3 at Page 721, Official Records of Carson City;  
Thence along said Northerly line, North 55°14'04" West, 20.00 feet;  
Thence departing said Northerly line, North 34°45'56" East, 285.33 feet;  
Thence North 23°30'56" East, 106.34 feet; thence North 12°15'56" East, 110.24 feet;  
Thence North 01°26'22" West, 179.71 feet;  
Thence North 89°26'32" West, 6.80 feet to a point on the Easterly line of said Parcel 4-A;  
Thence along said Easterly line, North 00°33'28" East, 13.13 feet to the POINT OF BEGINNING.

Containing 15,275 square feet, more or less.

As shown on Exhibit B, attached hereto and made a part hereof.

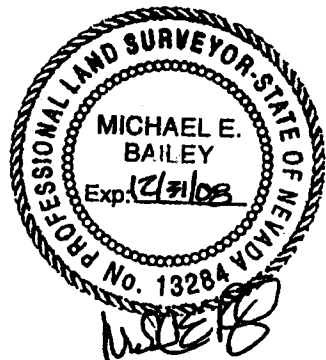
The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.



LINE TABLE		
LINE	LENGTH	BEARING
L1	60.00'	S89°26'32"E
L2	10.00'	S00°33'28"W
L3	33.29'	N89°26'32"W
L4	76.58'	S01°25'48"E
L5	30.64'	S89°26'32"E
L6	10.00'	S00°33'28"W
L7	30.29'	N89°26'32"W
L8	98.30'	S01°23'55"E
L9	114.26'	S12°15'56"W
L10	110.28'	S23°30'56"W
L11	51.61'	S34°45'56"W
L12	27.00'	S55°14'04"E
L13	10.00'	S34°45'56"W
L14	27.00'	N55°14'04"W
L15	154.03'	S34°45'56"W
L16	27.00'	S55°19'00"E
L17	10.00'	S34°45'56"W
L18	27.00'	N55°19'00"W
L19	61.65'	S34°45'56"W
L20	20.00'	N55°14'04"W
L21	285.33'	N34°45'56"E
L22	106.34'	N23°30'56"E
L23	110.24'	N12°15'56"E
L24	179.71'	N01°26'22"W
L25	6.80'	N89°26'32"W
L26	13.13'	N00°33'28"E

THOMAS, JENICE & WILLIAM TRUST  
APN 07-572-07

PARCEL 4-A  
PM 924  
BLISS, WILLIAM W.  
TRUST  
APN 07-572-10



ORCHARD ROAD  
UTILITY EASEMENT  
AREA=15,275 S.F.

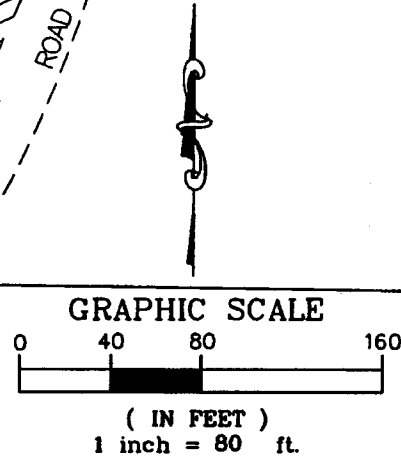
COWPERTHWAIT  
FAMILY TRUST  
APN  
07-572-06

PARCEL 4-B  
PM 924  
BLISS, WILLIAM W.  
TRUST  
APN 07-572-11

ORCHARD ROAD  
POR. PARCEL 3  
PM 721  
SERPA, MARY A  
APN 07-572-12

PARCEL 1  
PM 1469  
FOSTER, JAMES S  
APN 07-572-05

- LEGEND**
- P.O.B. POINT OF BEGINNING
  - EASEMENT AREA
  - EXISTING ROAD EASEMENT



**EXHIBIT B**  
**ORCHARD RD UTILITY ESMT**

SHEET: 1 OF 1  
SCALE: 1" = 80'  
APPROVED: MEB  
DATE: 10/7/08

**PBSJ**  
555 Double Eagle Court  
Suite 2000  
Reno, Nevada 89521  
Telephone: 775/828-1822  
Fax: 775/828-1828

ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION SERVICES

Exhibit B to Exhibit A