

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: February 1, 2010

Meeting Date: February 10, 2010

To: Regional Transportation Commission

From: Public Works

Subject Title: Action to approve and authorize the Chair to sign an agreement by and between George Anastassatos, as Trustee of the George Anastassatos 1987 Trust, and Carson City whereby George Anastassatos, as Trustee of the George Anastassatos 1987 Trust agree(s) to:

- (1) Grant permission to construct upon, over and across certain real property described as Assessor's Parcel Number 002-122-11;
- (2) Convey a utility and site easement upon, over and across certain real property described as Assessor's Parcel Number 002-122-11 for the purpose of roadway construction related to the Roop Street Widening Project.

Staff Summary: Staff is asking that the Commission approve the agreement with George Anastassatos, as Trustee of the George Anastassatos 1987 Trust and Carson City for the granting of real property necessary to construct roadway improvements for the widening of Roop Street. The fiscal impact is expected to be \$9,000.00.

Type of Action Requested: (check one)

- () None – Information Only
() Formal Action/Motion

Recommended Commission Action: I move to approve and authorize the Chair to sign an agreement between George Anastassatos, as Trustee of the George Anastassatos 1987 Trust and Carson City whereby George Anastassatos, as Trustee of the George Anastassatos 1987 Trust agree(s) to:

- (1) Grant permission to construct upon, over and across certain real property described as Assessor's Parcel Number 002-122-11;
- (2) Convey a utility and site easement upon, over and across certain real property described as Assessor's Parcel Number 002-122-11 for the purpose of roadway construction related to the Roop Street Widening Project.

Explanation for Recommended Commission Action: The Carson City Regional Transportation Commission approved a project to widen Roop Street from Washington Street to Beverly Drive. Public Works is in the process of completing the right-of-way, easements and temporary construction easements necessary to allow the street to be widened.

The real property consists of a 1,109 square feet utility easement and a 13 square foot site easement.

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

Fiscal Impact: \$9,000.00

Explanation of Impact: The amount of the agreement was based on the appraisal from the firm of Johnson-Perkins & Associates' value determination letter of July 6, 2009, which was reviewed and approved by the Capital Program Manager and subsequently negotiated with the property owner.

Funding Source: 250-3034-431-78 40 RTC fund as provided in FY 2009/2010.

Alternatives: Provide other direction pursuant to Commission Action.

Supporting Material: Agreements, Easements, and Deed.

Prepared By: Kim Belt, Capital Program Manager

Commission Action Taken:

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

_____ (Vote Recorded By)

Ptn APN 002-122-11

AFTER RECORDING RETURN TO:
KIM BELT
CARSON CITY
3505 BUTTI WAY
CARSON CITY, NV 89701-3498
APN 002-122-11

AGREEMENT

THIS AGREEMENT, made this 11 day of NOVEMBER, 2009, between GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

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

(a) To convey a utility easement for the purpose of widening Roop Street and the associated improvements upon over and across the subject property (APN 002-122-11) to the CITY, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof..

(b) To deliver to the CITY a utility easement deed for the property described in section 1 (a) of this.

(c) To convey a sight easement for the purpose of widening Roop Street and the associated improvements upon over and across the subject property (APN 002-122-11) to the CITY, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "B" attached hereto and made a part hereof.

(d) To deliver to the CITY a sight easement deed for the property described in section 1 (c) of this.

(e) To deliver to the CITY an executed AGREEMENT FOR CONSTRUCTION OUSTIDE OF RIGHT OF WAY, attached hereto as EXHIBIT "C" and made a part hereof, for temporary access to the subject property (002-122-11) for the purpose of removing and replacing driveways, performing grading and replacing utilities associated with, but not essential to, the improvements to Roop Street.

(f) 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 OWNER has delivered the before mentioned deed to the CITY, or such date as OWNER has given physical possession of said premises to the CITY.

(g) To permit the CITY or its authorized agents, assignees and contractors to enter in and upon OWNER's before mentioned lands, which are herein agreed to be conveyed for the purposes of inspection, land survey, environmental analysis and engineering upon execution of this agreement.

(h) To the fullest extent permitted by law, OWNER 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 OWNER, 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. The CITY, in consideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To pay the OWNER in the manner hereinafter provided the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**, which shall be the total purchase price for all that said real property to be conveyed.

(b) To relocate the gate on the northern Roop Street access approximately eight feet east and to angle the fence back to the new gate as per Exhibit D attached hereto and made a part hereof.

(c) To remove and replace two driveways between the property line and the existing gates.

(d) To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's right to participate, the OWNER 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.

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

(a) That all of the facilities and improvements constructed within this agreement shall be designed and constructed in accordance with Carson City Development Standards.

(b) If the paved area between the property line and fence is damaged during construction, it will be repaired or replaced at no cost to OWNER.

(c) CITY and OWNER will coordinate and cooperate with each other in scheduling the construction of improvements.

(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.

(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.

Ptn APN 002-122-11

(k) That CITY shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of N.R.S. 271.265.

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

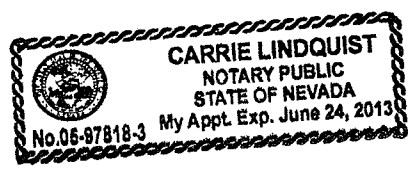
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

OWNER:
By: George Anastassatos 11/9/09
GEORGE ANASTASSATOS Date
Trustee of THE GEORGE ANASTASSATOS
1987 TRUST

STATE OF Nevada)
COUNTY OF CARSON) SS.
City

This instrument was acknowledged before me on November 9, 2009
2009 by GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST.

[Signature]
NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:

K. Belt 11/29/10
KIM BELT Date
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

SHELLY ALDEAN, RTC Chairperson Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

APN 002-122-11

AFTER RECORDING RETURN TO:

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

EASEMENT DEED

THIS DEED, made this 21st day of January, 2010, between GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST, hereinafter called GRANTOR, and the 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 public purposes upon, over and across certain real property to the CITY; said easement is shown and more fully described in Exhibits "A" and "B", attached hereto and made a part hereof:

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 CITY and to any heirs, successors and assigns forever.

APN 002-122-11

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

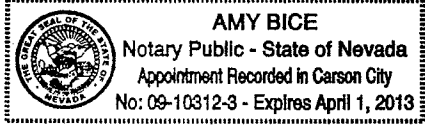
OWNER:

By: George Anastassatos 1-21-10
GEORGE ANASTASSATOS Date
Trustee of THE GEORGE ANASTASSATOS
1987 TRUST

STATE OF Nevada)
) SS.
COUNTY OF Carson)
) City

This instrument was acknowledged before me on 1-21, 2010,
by GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST.

[Signature]
NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:
[Signature] 1/29/10
KIM BELT Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

SHELLY ALDEAN, RTC Chairperson Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

Exhibit "A"

LEGAL DESCRIPTION
APN 2-122-11
UTILITY EASEMENT

All that certain real property situate within the Southeast $\frac{1}{4}$ of Section 8, Township 15 North, Range 20 East, M.D.M., further described as a portion of Parcel 2-122-11 as shown on that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500.

COMMENCING at a point on the easterly right-of-way of Roop Street said point also being the southwest corner of said Parcel 2-122-11, from which the south $\frac{1}{4}$ corner of said Section 8 bears S 18°35'18" W, a distance of 257.45 feet;

THENCE N 00°56'41" E, along the easterly right-of-way of Roop Street a distance of 47.00 feet to the **POINT OF BEGINNING**;

THENCE N 00°56'41" E, continuing along said easterly right-of-way a distance of 120.64 feet;

THENCE S 89°03'19" E, leaving said easterly right-of-way a distance of 10.00 feet;

THENCE S 00°56'41" W, distance of 81.72 feet;

THENCE N 89°03'19" W, a distance of 2.50 feet;

THENCE S 00°56'41" W, a distance of 38.92 feet;

THENCE N 89°03'19" W, a distance of 7.50 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING 1,109 square feet, more or less.

Reference is hereby made to that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500 as the Basis of Bearing for this document.

Daniel T. Kelsoe, P.L.S. 18974
for and on behalf of

 **Manhard.**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500

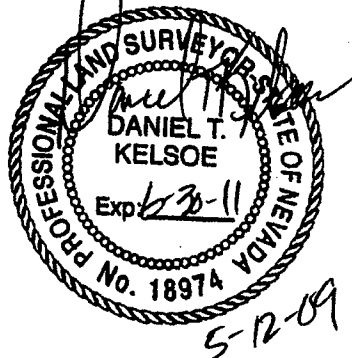
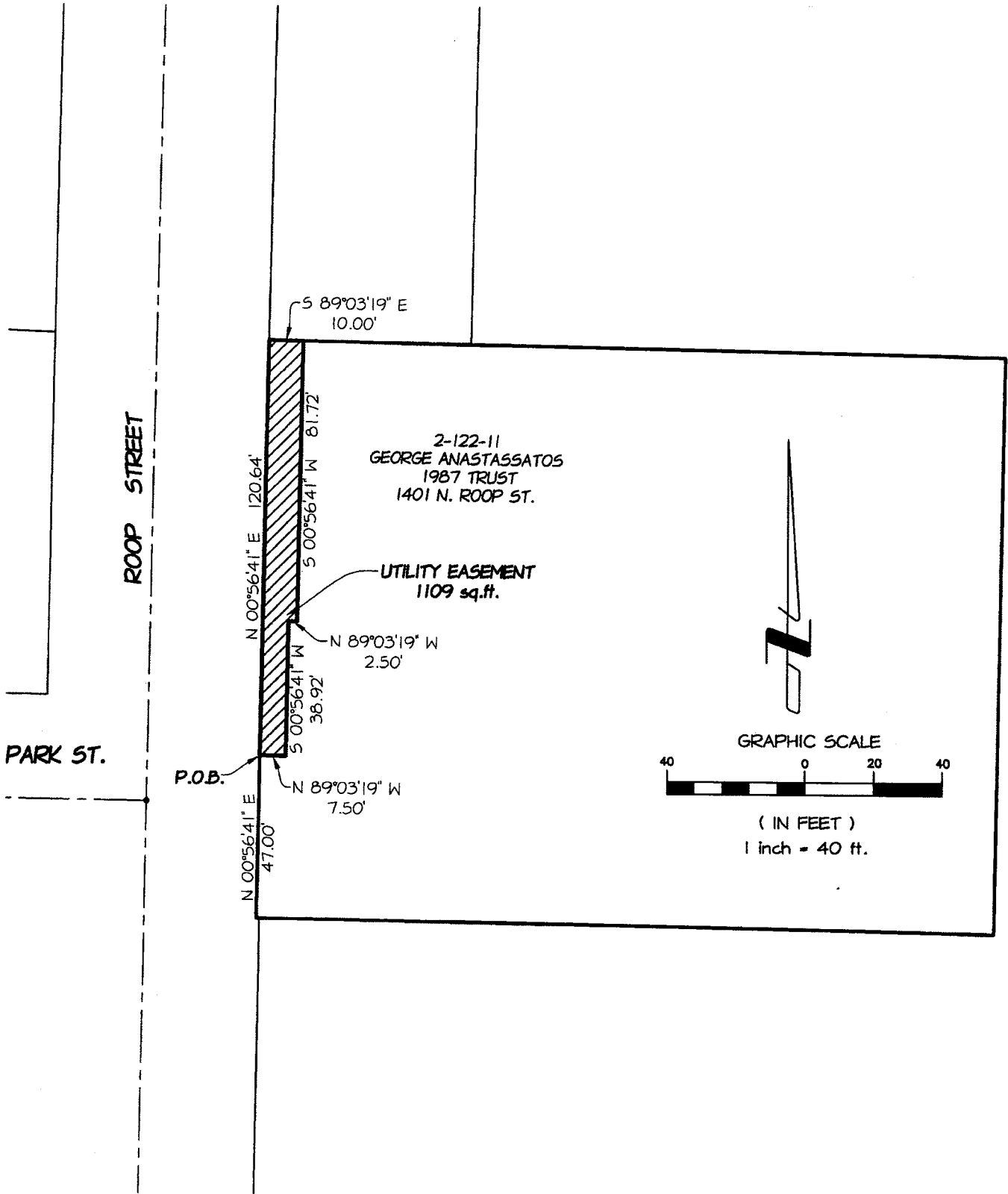


Exhibit A to Exhibit A



Prepared By:

Manhard
 CONSULTING
 3476 Executive Pointe Wy
 Suite 12
 Carson City, NV 89706
 (775) 882-5630

REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY FOR CARSON CITY, NEVADA FILE NO. 303504, MAP NO. 2500, AS THE BASIS OF BEARING FOR THIS DOCUMENT.

Exhibit B to Exhibit A

EXHIBIT "B"
MAP to ACCOMPANY
GRANT of UTILITY EASEMENT

April 4 2010 17:30 Run Name: D:\Census\dm\Civil\Blight-of-Wash\Blight-of-Wash Exhibit\2-122-11 1111-FCMT.dwg Plotted By: daniel

APN 002-122-11

AFTER RECORDING RETURN TO:

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

SIGHT EASEMENT DEED

THIS DEED, made this 21 day of January, 2019, between GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST, hereinafter called GRANTOR, and the 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, a permanent sight easement upon, over and across certain real property to the CITY; said easement is shown and more fully described in Exhibits "A" and "B" ("SIGHT EASEMENT AREA"), attached hereto and made a part hereof:

IT IS FURTHER AGREED:

1. GRANTOR shall not erect or construct, nor permit to be erected or constructed, any fence, structure or other improvement, permanent or temporary, within the SIGHT EASEMENT AREA which will block or obstruct visibility, as defined in Carson City Municipal Code Title 18, Appendix A, Division 1, Section 1.13(5)(c), above thirty inches (30") as measured from the top of either curb adjacent to the SIGHT EASEMENT AREA.
2. GRANTOR shall not place nor permit to be placed any trees, shrubs, or other plants or other landscaping, including, but not limited to, berms, permanent or temporary, within the SIGHT EASEMENT AREA which will block or obstruct visibility, as defined in Carson City Municipal Code Title 18, Appendix A, Division 1, Section 1.13(5)(c), above thirty inches (30") as measured from the top of either curb adjacent to the SIGHT EASEMENT AREA.
3. CITY reserves the right to remove, or cause the removal of, any obstruction within the SIGHT EASEMENT AREA which violates the terms of this SIGHT EASEMENT DEED at GRANTOR's expense.

TOGETHER with all and singular 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 CITY and to any heirs, successors and assigns forever.

APN 002-122-11

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

OWNER:

By: George Anastassatos 1-21-10
GEORGE ANASTASSATOS Date
Trustee of THE GEORGE ANASTASSATOS
1987 TRUST

STATE OF Nevada)
) SS.
COUNTY OF Carson)
) City

This instrument was acknowledged before me on 1-21, 2010,
by GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST.

Amy Bice
NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:

Kim Belt 1/29/10
KIM BELT Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

SHELLY ALDEAN, RTC Chairperson Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

Exhibit "A"

LEGAL DESCRIPTION

APN 2-122-11

SIGHT EASEMENT

All that certain real property situate within the South ½ of Section 8, Township 15 North, Range 20 East, M.D.M., further described as a portion of Parcel 2-122-11 as shown on that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500.

BEGINNING at a point on the westerly right-of-way of Roop Street, said point also being the northwest corner of said Parcel 2-122-11;

THENCE S 89°03'19" E, leaving said westerly right-of-way a distance of 1.32 feet;

THENCE S 04°42'08" W, a distance of 20.15 feet to a point on said westerly right-of-way of Roop Street;

THENCE N 00°56'41" E, a distance of 20.10 feet to the **POINT OF BEGINNING**;

CONTAINING 13 square feet, more or less.

Reference is hereby made to that certain Record of Survey for Carson City, Nevada, File No. 303504, Map No. 2500 as the Basis of Bearing for this document.

Daniel T. Kelsoe, P.L.S. 18974

for and on behalf of



9850 DOUBLE R BLVD, SUITE 101

RENO, NEVADA 89521

(775) 746-3500

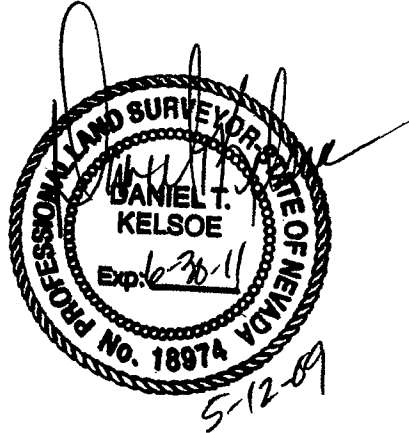


Exhibit A to Exhibit B

AGREEMENT FOR CONSTRUCTION
OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 21 day of January, 2010, by and between GEORGE ANASTASSATOS, as Trustee of THE GEORGE ANASTASSATOS 1987 TRUST, hereinafter referred to as OWNER, and CARSON CITY, A CONSOLIDATED MUNICIPALITY, hereinafter referred to as CITY,

WITNESSETH:

WHEREAS, pursuant to the provisions contained in NRS Chapter 271, the CITY may enter into agreements necessary to carry out the provisions of the chapter; and

WHEREAS, the CITY proposes to improve Roop Street from Beverly Drive to Robinson Street and make improvements to adjoining side streets.

WHEREAS, the CITY proposes to, as part of the improvements of Roop Street, remove and replace driveways, perform grading and replace utilities (collectively, Improvements) upon OWNER'S adjacent land identified as being a portion of APN 002-122-11 and depicted by highlighting on Exhibit "B" that is attached hereto and made a part hereof by reference (The Property).

WHEREAS, the construction of said Improvements is in the best interest of the public and Carson City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

OWNER AGREES:

1. To permit the CITY, its authorized agents, contractors and contractors' authorized agents and contractors entry upon The Property.

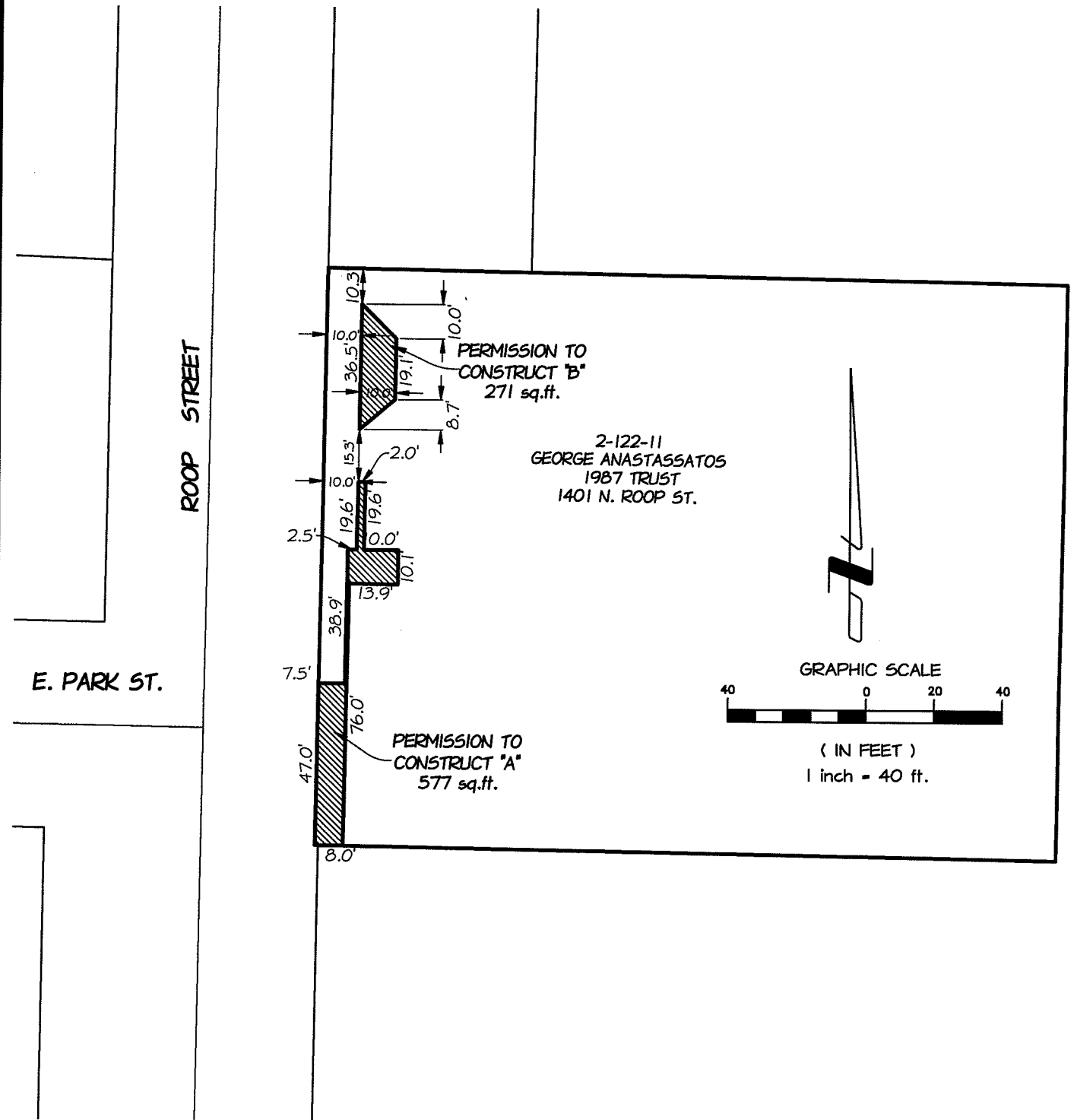
2. To the fullest extent permitted by law, OWNER shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of OWNER, 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.

CITY AGREES:

1. To construct, or have constructed, the Improvements upon The Property.
2. To leave The Property upon which entry is required in as neat and presentable a condition as existed prior to the CITY's entry for construction of the Improvements.
3. To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's right to participate, the OWNER 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.

IT IS MUTUALLY AGREED:

1. The term of this AGREEMENT shall be 24 months and shall commence on written notice from CITY.
2. CITY will not be responsible for the maintenance of the Improvements after construction.
3. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.
4. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
5. 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.
6. 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.
7. That CITY shall have the right to adapt and improve the whole or any part of The Property in accordance with the provisions of N.R.S. 271.265.
8. 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.



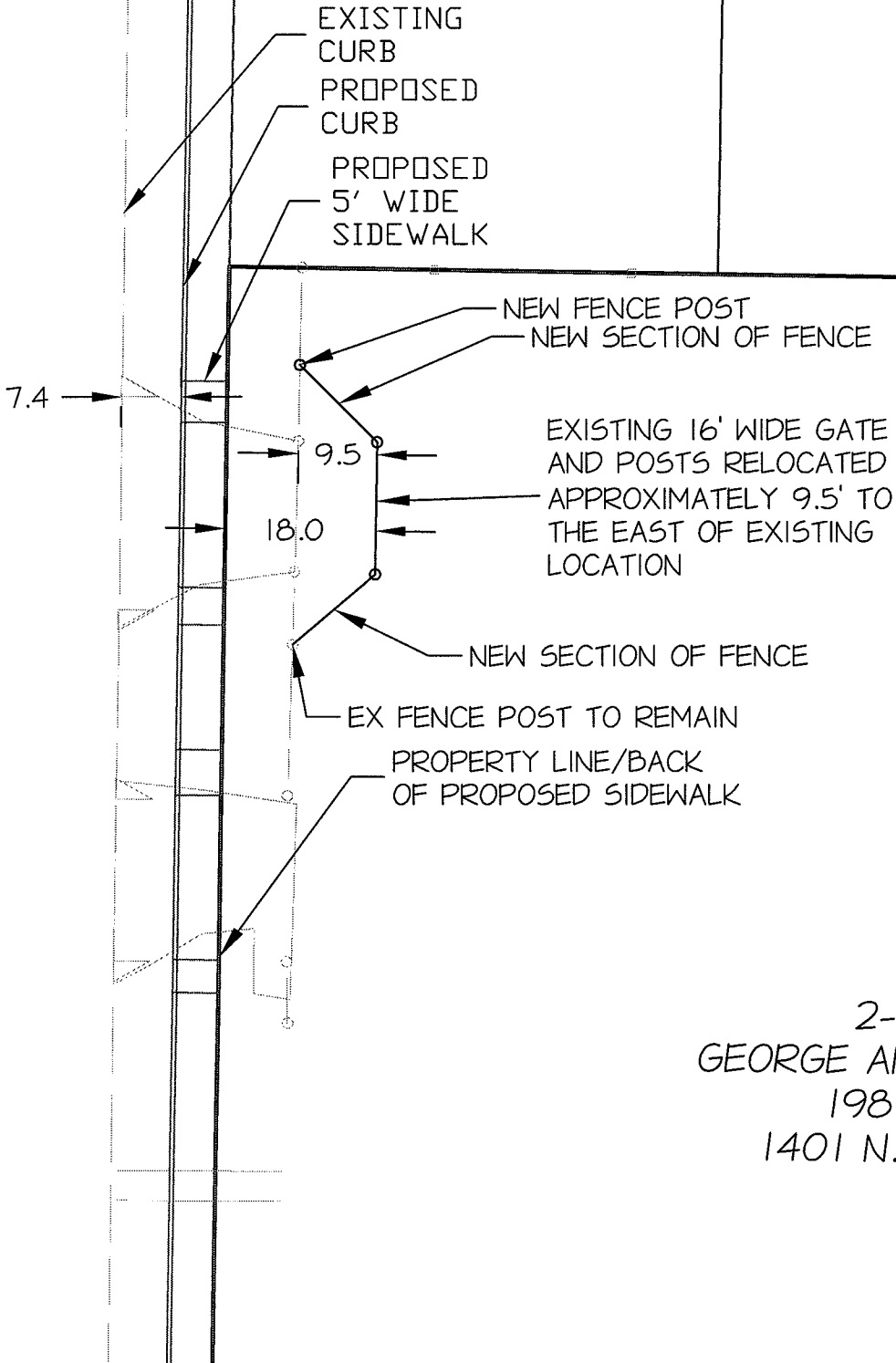
Prepared By:

Manhard
 CONSULTING
 3476 Executive Pointe Wy
 Suite 12
 Carson City, NV 89706
 (775) 882-5630

REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY FOR CARSON CITY, NEVADA FILE NO. 303504, MAP NO. 2500, AS THE BASIS OF BEARING FOR THIS DOCUMENT.

EXHIBIT "B"
MAP to ACCOMPANY
GRANT of PERMISSION TO
CONSTRUCT

ROOP STREET



2-122-11
 GEORGE ANASTASSATOS
 1987 TRUST
 1401 N. ROOP ST.

Prepared By:

Manhard
 CONSULTING
 3476 Executive Pointe Wy
 Suite 12
 Carson City, NV 89706
 (775) 882-5630

Exhibit D

**GATE RELOCATION
 DISPLAY**