Carson City Board of Supervisors Agenda Report

Date Submitted: June 14, 2011	Agenda Date Requested: July 7, 2011 Time Requested: Consent
To: Mayor and Supervisors	Time Requested. Consent
From: Public Works	
Subject Title: Action to approve an agreement for t (SWG) a 10 foot wide easement across portions of purpose of installation and maintenance of a natura	
time. Recently a branch pipe was installed to provid facility. That additional connection resulted in reclass	de of Federal Regulations. Consequently, in order to
Type of Action Requested: (check one) () Resolution ((X_) Formal Action/Motion () Ordinance) Other (Specify)
Does This Action Require A Business Impact Sta	atement: () Yes (_X_) No
Recommended Board Action: I move to approve a Corporation (SWG) a 10 foot wide easement across 04), for the purpose of installation and maintenance improvements.	
Explanation for Recommended Board Action: S	ee staff summary above.
Applicable Statute, Code, Policy, Rule or Regula "Service Line")	tion: 49 CFR Part 192.3 (Subpart A, Definition of
Fiscal Impact: N/A	
Explanation of Impact: N/A	
Funding Source: N/A	
Alternatives: None.	
Supporting Material: Agreement (5 pp.); Grant of (2 pp.); Exhibit "B" Map (1 pg.)	Easement Deed (2 pp.); Exhibit "A" Legal Description
Prepared By: Jeff Sharp, City Engineer	

Reviewed By: Public Works Director)	Date: _	6-28-11
(City Manager)	Date: _	6/28/4
(District Attorney)	Date: _	6/28/11
Board Action Taken:		Aye/Nay
Motion:	1)	
	2)	
	3)	
	4)	
	5)	
(Vote Recorded By)		

Ptn APN 004-016-03 and 04

AFTER RECORDING RETURN TO: Southwest Gas Corporation P. O. Box 1190 Carson City, NV 89702-1190

Attn: Theresa Economy 24A-580

AGREEMENT FOR CONVEYANCE OF PROPERTY INTERESTS

THIS AGREEMENT, made this_	day of _		, 20	_, is	by	and
between SOUTHWEST GAS CO	RPORATION a	California Corporation, here	inafter	called	"SV	۷G",
and CARSON CITY, NEVADA, A	CONSOLIDATI	ED MUNICIPALITY, hereinat	fter calle	ed the	"C	ITY."
Herein, either may be referred to	as a "Party" or	collectively as the "Parties.	,,			

WITNESSETH:

WHEREAS, CITY is the fee simple owner of certain real property, identified as Assessor's Parcel Numbers 004-016-03 and 04, which "Property" is located in the City of Carson, State of Nevada; and,

WHEREAS, SWG desires to acquire easement estates in portions of CITY'S aforesaid Property for the purpose of providing gas service to CITY'S Property.

NOW THEREFORE, the Parties agree as follows.

- 1. CITY for and in consideration of the covenants and payments to be performed and paid as hereinafter provided, agrees as follows:
 - (a) To convey an easement, for the purpose of installation and maintenance of a natural gas pipeline and the associated improvements upon over and across the subject property (004-016-03 and 04) to SWG, its assigns; said easement 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.
 - (b) To deliver to the SWG a utility easement deed for the property described in section 1 (a) of this agreement.
- 2. SWG, in consideration of the promises and covenants of the CITY hereinabove set forth, agrees as follows:
 - (a) To the fullest extent permitted by law as modified by this paragraph, SWG shall indemnify, hold harmless and defend, not excluding the CITY'S right to participate, the CITY from and against any and 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 SWG, its officers, employees and/or agents or any third party under SWG's direction and control arising out of performance of the AGREEMENT and the land interests, rights and obligations conveyed hereunder. 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 SWG within thirty (30) days of CITY'S notice of actual or pending claim or cause of action. This Indemnification specifically includes, but is not limited to, existing or future environmental conditions that require remediation. Prior to starting any activities under this Agreement, SWG shall provide to CITY an insurance binder, with CITY named as an "Additional Insured" with general liability limits of at least \$2,000,000.00 (Two Million Dollars). This insurance shall remain in full force and effect until all construction activities contemplated by this Agreement are completed.

- (b) SWG shall remove and replace, to CITY'S reasonable sole satisfaction, all of CITY'S fences that are affected by any transfer related to this Agreement. SWG shall also restore CITY'S Property to its condition prior to this Agreement, to CITY'S reasonable sole satisfaction.
- 3. It is mutually agreed and understood by the CITY and SWG as follows:
- (a) The easement contemplated herein is being transferred, by CITY, at no cost to SWG as the facilities covered by said easement are for the sole purpose of and shall remain for the sole purpose of providing gas service to CITY'S Property.
- (b) That all of the facilities and improvements constructed pursuant to this Agreement shall be designed and constructed in accordance with Carson City Development Standards, to the extent such Standards are not inconsistent with applicable state and federal pipeline construction and safety standards and requirements and that all activities performed under this Agreement shall be in accordance with all applicable laws.
- (c) CITY and SWG will coordinate and cooperate with each other in scheduling the construction of improvements.
- (d) If SWG 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 SWG 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 illegality or validity of any remaining provision.
- (f) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement, which is a result of the efforts of both Parties and therefore shall not be construed against either as the drafter of the Agreement.

- (g) This Agreement, including such additional terms and conditions as are found in the individual contemplated deeds and easements, shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in a writing signed by both Parties.
- (h) 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.
- (i) This Agreement shall not merge with any deeds contemplated hereunder, but shall survive the closing and remain in full force and effect.
- (j) Subsequent to the completion of work on any real property contemplated by this Agreement, and upon the demand of CITY, SWG shall create and record any further documents that CITY, in its sole discretion, deems necessary to remove any unnecessary project related documents from CITY'S recorded title documents.

Ptn APN 004-016-03 and 04

(k) SWG shall reimburse CITY for any and all costs incurred by CITY associated with this project, including but not limited to Appraisal, Phase I environmental costs, and escrow or transfer costs.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

The undersigned hereby affirms that there are no Social Security Numbers contained in this document for filing.

OWNER:

SOUTHWEST GAS CORPORATION, a California corporation
By: Slub All 5 1/1 Date
Title: VICE PAESISENT
STATE OF NEVADA)
COUNTY OF)
This instrument was acknowledged before me on MAY 16 20 11, by JUI'E WILLIAMS as VICE PRESIDENT
for Southwest Gas Corporation, a California corporation.
Drie Filles
NOTARY PUBLIC DONNA E. BALTAZOR Notary Public, State of Nevada

CITY:	
REVIEWED AND RECOMMENDED BY:	
City Engineer	<u>5/18/11</u> Date
APPROVED FOR LEGALITY AND FORM Carson City district Attorney	1: <u> - 28 1</u> Date
Robert Crowell, Mayor Dat	e e
ATTEST:	
ALAN GLOVER, Clerk-Recorder	Date

APN # 004-016-03 & 004-016-04

Recording Requested By/Return To:
Southwest Gas Corporation
P.O. Box 1190
Carson City, Nevada 89702-1190
Att: Theresa Economy 24A-580
DOCUMENTARY TRANSFER TAX \$
() Computed on full value of property

conveyed.

() Computed on full value less liens & encumbrances remaining thereon at time

of sale.

Signature of individual determining tax

Ł	SOUTHWEST	GAS COL	RPORATION
8	GRANT O	F EAS	SEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By _Theresa		Economy				Approved By	Diane Fitch	
Sec.	20		Т	15 N	R	20 E	Meridian	Mount Diablo
County	/	Carson City					State	Nevada
W.R. No.		W1243025					W.O. No.	W1243025
	-						•	

I (We) Carson City, a municipality

For and in consideration of the sum of One Dollar (\$1.00) 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 **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors and assigns hereinafter referred to as Grantee, a perpetual easement 10.00 feet wide for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A" and "B"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement 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 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.

Form 335.0 (05/2008) 581 - Microsoft Word

Link to Form Instructions

Page 2 of 5 APN # 004-016-03 & 004-016-04
W.R. No. <u>W1243025</u> W.O. No. <u>W1243025</u>
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 and assigns, 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 ,
Carson City
Grantor
Signature
Print Name and Title
ACKNOWLEDGMENT
STATE OF)
COUNTY OF)
On, before me,
(here insert name of the officer) a notary public, personally appeared
a notary public, personally appeared
who proved to me on the 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 that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
Form 335.0 (05/2008) 581 - Microsoft Word



TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ◆ FAX (775) 887-9915
Toll Free: 1-800-411-3752

JN 10094.03.CM 007

EXHIBIT "A" SOUTHWEST GAS CORPORATION GRANT OF EASEMENT

A strip of land 10.00 feet in width, lying 5.00 feet on each side of the following described centerline situate within the South One-Half (S 1/2) of the North One-Half (N 1/2) of Section Twenty (20), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., City of Carson City, State of Nevada, being a portion of that real property know as Governor's Field as described and conveyed in that certain Quitclaim Deed recorded as File Number 000154862 on January 4, 1994 and that certain Quitclaim Deed recorded as File Number 88714 in Book 108 at Page 563 on May 6, 1971 both in the Official Records of the City of Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at a point on the easterly right of way line of Roop Street as described in said Quitclaim Deed Number 000151862, from which the North Quarter Corner (N 1/4) of said Section 20 bears North 02°28'38" East, 1440.62 feet;

Thence from said **POINT OF BEGINNING**, South 78°47'03" East, 36.74 feet:

Thence North 88°34'47" East, 56.64 feet;

Thence North 53°51'05" East, 101.01 feet to the beginning of a curve to the right having a radius of 200.00 feet;

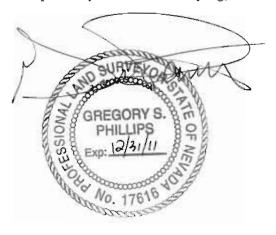
Thence along said curve 126.67 feet through a central angle of 36°17'17";

Thence South 89°51'38" East, 409.35 feet to the END of this description.

The sidelines of the above described strip of land shall be extended and shortened to intersect at all angle points and to terminate at the easterly right of way line of said Roop Street.

The basis of bearings for this description is NAD 83/94, Nevada State Plane West, taken as North 34°37'16" West between monuments designated as CC030 and CC021 as shown on that Official Record of Survey for the 2010 Carson City Control Network recorded as File Number 403425 in Map Book 10 at Page 2749 of the Official Records of the City of Carson City, State of Nevada.

Prepared by Tri State Surveying, Ltd.



05/05/11

Gregory S. Phillips, PLS Nevada Certificate No. 17616

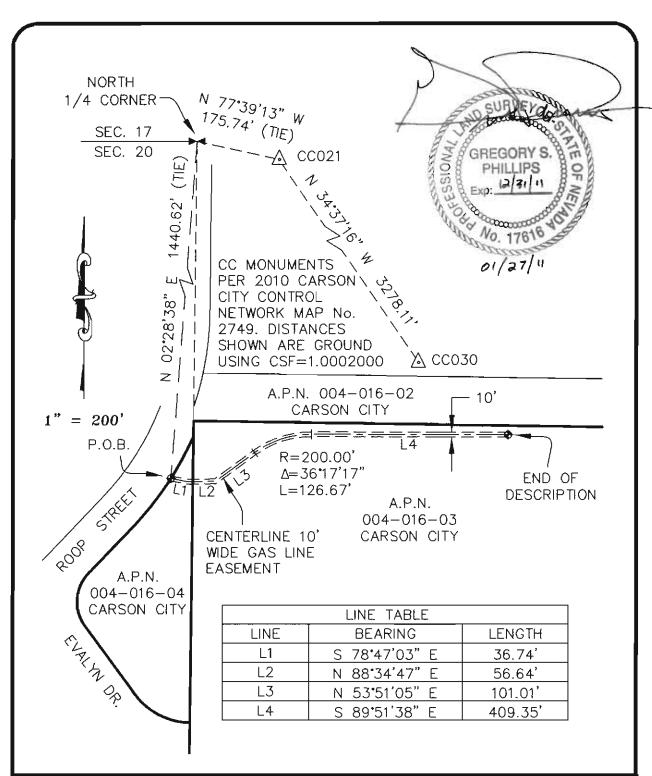


EXHIBIT "B"

SOUTHWEST GAS CORPORATION
POR. OF THE S 1/2 OF THE N 1/2
OF SEC. 20 T.15N., R.20E., M.D.M.
A.P.N.'S 004-016-03 & 04
CARSON CITY, STATE OF NEVADA



TRI STATE SURVEYING, LTD

425 E. Long Street Carson City, Nevada 89706 (775) 887-9911

* FAX: (775) 887-9915

Land Information Solutions

JN 10094.03.CM TASK 007