

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: July 18, 2013

Agenda Date Requested: August 1, 2013
Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: For Possible Action: To approve and authorize the Mayor to sign an Easement Amendment by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, on behalf of the DEPARTMENT OF CORRECTIONS (grantor), and CARSON CITY (grantee), whereby the annual rental fee will increase by \$20.00 to the new rate of \$270.00 per year for an existing reclaimed water easement. (Jeff Sharp)

Staff Summary: The City entered into an easement agreement with the State in 1999 along the route of a future reclaimed water line to serve the south end of Edmonds Sports Complex. The easement is located across Prison Farm property south of Snyder Avenue. There is not currently a pipeline in the location of the easement, but having that easement in place would prove highly valuable to the City in the event of a future expansion to the south end of the sports complex. The original agreement specified an annual fee of \$250.00, but reserved the right to renegotiate the rate every five years. This is the first time that the rate has been reviewed by the State, and is proposed to increase to \$270.00 annually, based on the 5-year Consumer Price Index (CPI) average. It is the opinion of staff that the City should accept the modest fee increase and keep this easement in place.

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 Easement Amendment by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, on behalf of the DEPARTMENT OF CORRECTIONS (grantor), and CARSON CITY (grantee), whereby the annual rental fee will increase by \$20.00 to the new rate of \$270.00 per year for an existing reclaimed water easement.

Explanation for Recommended Board Action: Refer to staff summary above.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 322.050 and 322.060

Fiscal Impact: \$20 per year

Explanation of Impact: Annual fee increased from \$250.00 to \$270.00 due June 23rd each year.

Funding Source: Wastewater Fund

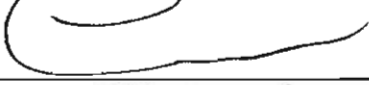
Alternatives: Do not approve the Easement Amendment.

Supporting Material: Cover letter from Division of State Lands dated June 28, 2013; duplicate copies of the proposed Easement Amendment; copy of the existing 1999 easement recorded as document number 237619.

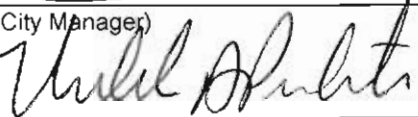
Prepared By: Jeff Sharp, City Engineer

Reviewed By: 
(Public Works Director)

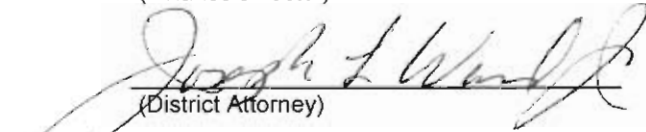
Date: 7/23/13


(City Manager)

Date: 7/23/13


(Finance Director)

Date: 7/23/13


(District Attorney)

Date: 7/23/13

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

LEO DROZDOFF
Director

BRIAN SANDOVAL
Governor

State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program – Q1

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator



Address Reply to
Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

June 28, 2013

Carson City Public Works
Attn: Jeff Sharp, City Engineer
3505 Butti Way
Carson City, NV 89701

Ref: Easement Amendment for waterline to Edmonds Sports Complex crossing state land

Dear Mr. Sharp,

An easement was issued to Carson City in 1999 for a reclaimed water line that crosses state property to serve the Edmonds Sports Complex (copy enclosed). We have not reviewed this easement for a fee update since it was originally issued 14 years ago. A modest fee increase is proposed to adjust the annual use fee for inflation.

Enclosed is an easement amendment requesting Carson City's concurrence for an adjustment from the current \$250.00 per year fee to \$270.00 annually, based on the 5-year Consumer Price Index (CPI) average. An original and duplicate original are enclosed for signature.

If you would like any additional information, do not hesitate to contact me. We appreciate your cooperation in the processing of this easement amendment.

Sincerely,


RICK MURRAY
Land Agent III
(775) 684-2728
rmurray@lands.nv.gov



PRIS-2, REM, #4586/13857
Carson City
APN: 010-281-46

Recording requested by & return to:
Division of State Lands
901 S. Stewart St., Suite 5003
Carson City, NV 89701-5246

EASEMENT AMENDMENT
Carson City Waterline Easement
Northern Nevada Correctional Center

THIS EASEMENT AMENDMENT, made and entered into this ____ day of _____, 2013, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, on behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as GRANTOR, and CARSON CITY NEVADA, a consolidated municipality, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, GRANTOR granted an Easement to the CITY OF CARSON CITY on June 23, 1999 and recorded as Document No. 237619 on July 14, 1999 in the official records of Carson City, Nevada for the purpose of providing water service to the Edmonds Sports Complex over, under and across a portion of that certain property in Section 4, Township 14 North, Range 20 East, M.D.M.; and

WHEREAS, a consideration fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) ANNUALLY was established as the rental fee for the waterline easement; and

WHEREAS, the Easement contained a sentence in part which reads as follows: "Grantor reserves the right to renegotiate the annual fee every FIVE (5) years."; and

WHEREAS, the GRANTOR recently completed a rental re-evaluation and determined that the annual rental fee for the easement has increased and is now due and payable.

NOW THEREFORE, the Easement is hereby amended as follows:

FOR AND IN CONSIDERATION of this Amendment, CARSON CITY NEVADA hereby agrees to pay a rental fee of TWO HUNDRED SEVENTY AND NO/100 DOLLARS (\$270.00) per year to the State of Nevada beginning on or before June 23, 2013 and on June 23rd each year thereafter. The State of Nevada reserves the right to reassess and adjust the rental fee every FIVE (5) years.

If, after full execution of this Easement Amendment, any payment is not made to GRANTOR within **THIRTY (30)** days of the due date as provided herein, the GRANTEE shall pay the GRANTOR a late payment fee in the amount of TWENTY FIVE AND NO/100 DOLLARS (\$25.00). If late fees become more than **SIXTY (60)** days in arrears, the Easements may be terminated by the GRANTOR.

All other terms and conditions of the Easement remain in full force and effect, with no other changes, modifications or amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Amendment as of the day and year first above written.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On _____, 2013, personally appeared before me, a notary public JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

GRANTEE:

**CARSON CITY NEVADA
A Consolidated Municipality**

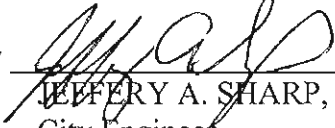
APPROVED:

ATTEST:

By _____
ROBERT CROWELL
Mayor

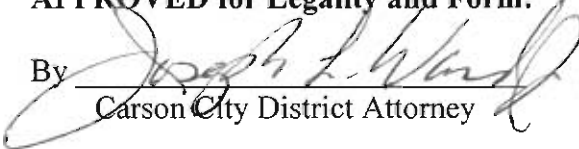
By _____
City Clerk

REVIEWED AND RECOMMENDED:

By  _____
JEFFERY A. SHARP, P.E.
City Engineer

Date 7/18/13

APPROVED for Legality and Form:

By  _____
Carson City District Attorney

Date 7/23/13



PRIS-2, REM, #4586/13857
Carson City
APN: 010-281-46

Recording requested by & return to:
Division of State Lands
901 S. Stewart St., Suite 5003
Carson City, NV 89701-5246

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Carson City Waterline Easement
Northern Nevada Correctional Center

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DUPLICATE ORIGINAL

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DUPLICATE ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed this Easement Amendment as of the day and year first above written.

GRANTOR:

**STATE OF NEVADA
Division of State Lands**

By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On _____, 2013, personally appeared before me, a notary public JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

DUPLICATE ORIGINAL

GRANTEE:

**CARSON CITY NEVADA
A Consolidated Municipality**

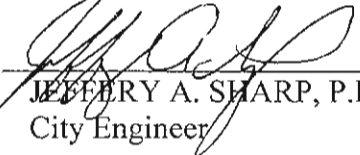
APPROVED:

ATTEST:

By _____
ROBERT CROWELL
Mayor

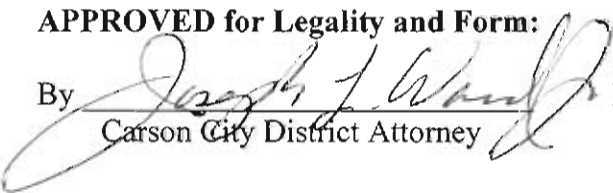
By _____
City Clerk

REVIEWED AND RECOMMENDED:

By  _____
JEFFERY A. SHARP, P.E.
City Engineer

Date 7/18/13

APPROVED for Legality and Form:

By  _____
Carson City District Attorney

Date 7/23/13

DUPLICATE ORIGINAL



EASEMENT

1
2 THIS EASEMENT, made and entered into this 23rd day of June, 1999,
3
4 between the STATE OF NEVADA, by and through the Division of State Lands, for and on the
5 behalf of the Department of Prisons, hereinafter referred to as GRANTOR, and the CITY OF
6 CARSON CITY, its successors and/or assigns, hereinafter referred to as GRANTEE.

7 **WITNESSETH:**

8 FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY DOLLARS
9 (\$250.00) ANNUALLY, receipt of which is hereby acknowledged and other good and valuable
10 consideration contained herein, GRANTOR does hereby grant to GRANTEE, its successors and
11 assigns an easement to construct, maintain, place, operate, inspect, repair a waterline together with
12 any other necessary appurtenances connected herewith over, under and across the parcel of land
13 hereinafter described and the right of ingress and egress to and over said parcel in order to provide
14 water service to the Edmonds Sports Complex; together with the right to clear and keep cleared any
15 obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper
16 operation of said system. The lands are situate in the City of Carson City, State of Nevada, as
17 shown on Exhibits "A" and "B" and are more particularly described as follows, to-wit:
18
19

20 NORTHERN NEVADA CORRECTIONAL CENTER
21 STEWART PRISON
22 WATERLINE EASEMENT

23 A ~~thirty~~^{twenty} (20) foot wide strip of land, East of and contiguous with the line of Section 4,
24 Township 14 North, Range 20 East, M.D.M., Carson City, Nevada, lying ten (10) feet on both
25 sides of the following described centerline:

26 COMMENCING ten (10) East of the Northwest corner of Section 4, Township 14 North,
27 Range 20 East, M.D.M., as shown on exhibit "A" and made part hereof, thence S 01°03'46" W, a
28 distance of 375.04 feet to the point of terminus also being a point on the north line of an existing
water line easement document number 0123963 recorded in the official records Carson City,
Nevada.

DUPLICATE ORIGINAL

#1367



1 **BASIS OF BEARING**

2 The basis of bearing for this description is the Nevada State Plane Coordinate System of 1927, West
3 Zone.

4 **END OF DESCRIPTION**

5 In further consideration for the grant of this Easement to GRANTEE, its successors and
6 assigns, agree to the following conditions:

- 7 1. Grantor reserves the right to renegotiate the annual fee every FIVE (5) years.
- 8 2. Grantor and Grantee agree to keep in force the Agreement dated November 18, 1982, shown
9 as exhibit "C" and the Amendment to the Agreement dated March 12, 1993, shown as
10 exhibit "D". Both exhibit "C" and "D" are made part of this easement.
- 11 3. To exercise due care to minimize the damage to existing vegetation and upon completion of
12 the construction, to restore the area to the condition which existed prior to construction.
- 13 4. If during construction, prehistoric or historic remains or burials are encountered, to
14 temporarily halt work and notify the State Historic Preservation Office.
- 15 5. To notify STATE LANDS at least TWO (2) days prior to commencement of construction
16 and upon the termination of construction activities to allow interested agencies the
17 opportunity to inspect the operation.
- 18 6. To pay for and be responsible for all damages to the real property, improvements, and
19 personal property of GRANTOR caused by GRANTEE in constructing and maintaining the
20 system.
- 21 7. To indemnify, hold harmless and defend the State of Nevada and its agents against any and all
22 liability for personal injuries, property damage, or for loss life or property resulting from, or
23 in any way connected with the condition or use of premises covered herein, including any
24 hazard, deficiency, defect, or other matter, known or unknown, or connected with the
25
26
27
28



1 installation, operation, maintenance or removal of the waterline and appurtenances.

2 8. GRANTEE agrees not to interfere with any operations of the Southern Nevada Correctional
3 Center. GRANTEE must notify and receive permission from the Prison Warden prior to
4 entering prison property and abide by all prison rules, including dress code (i.e. no denim).

5 The Easement granted by GRANTOR and as described more particularly herein shall
6 continue so long as the same may be necessary and required for the purposes for which it was
7 granted, and if at any time the GRANTEE should discontinue said use for a period of ONE (1) year
8 the easement shall thereupon terminate, and all right, title and interest therein shall revert to
9 GRANTOR, its successors and assigns.
10

11 All covenants and agreements herein contained shall extend to and be obligatory upon the
12 successors and assigns as the case may be of the respective parties.
13

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DUPLICATE ORIGINAL



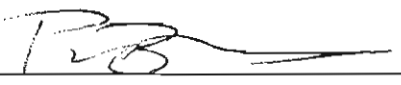
IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement on the day and year first above written.


GRANTOR:

GRANTEE:

**STATE OF NEVADA
Division of State Lands**

CITY OF CARSON CITY

By: 
**PAMELA B. WILCOX
Administrator and Ex-Officio**


By: 
**RAY MASAYKO
Mayor**

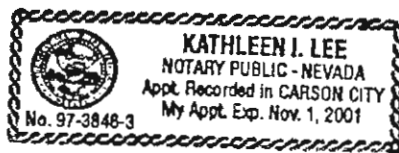
STATE OF NEVADA)

ss.

CARSON CITY)

On June 13rd,
1999, personally appeared before me, a notary
public, PAMELA B. WILCOX, Administrator
and Ex-Officio State Land Registrar, Division
of State Lands, who acknowledged that she
executed the above instrument.


NOTARY PUBLIC

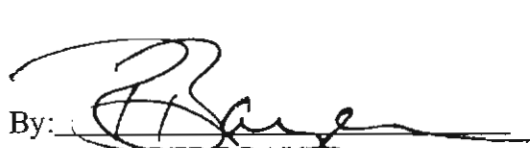



APPROVED:

APPROVED as to Form:

**STATE OF NEVADA
Department of Prisons**

**FRANKIE SUE DEL PAPA
Attorney General**

By: 
**ROBERT BAYER
Director**

By: 
**GEORGE TAYLOR
Deputy Attorney General**

DUPLICATE ORIGINAL

EXHIBIT A

A twenty (20) foot wide easement lying east of and contiguous with the line of section 4, T. 14 N., R. 20 E., M.D.M. Carson City, Nevada being more particularly described as follows:

Beginning at the north west corner of Section 4, Township 14 North, Range 20 East, M.D.M.:

Thence S 01°03'46" W. 375.04 feet to the point of terminus also being a point on the north line of an existing water line easement document # 0123963 recorded in official records Carson City, Nevada.

BASIS OF BEARING:

The basis of bearing for this description is the Nevada State Plane Coord. System of 1927, West Zone.

APN 010-221-1.3
CARSON CITY PARKS
AND RECREATION
LEASE WITH B.L.M.

SECTION
CORNER

32 33
5 4

APN 9-311-45
BUREAU OF INDIAN
AFFAIRS
(B.I.A.)

375.04'

20' RECLAIMED WATER
LINE EASEMENT

APN 010-281-46
STATE OF NEVADA



N.T.S.

S 01°03'46"

BIGELOW DR.

EXISTING 20' WATER LINE EASEMENT DOC. 0123963

RECLAIMED
WATER STORAGE
PONDS

(B.I.A.)

STATE OF NEVADA

20' RECLAIMED WATER
LINE EASEMENT
EXHIBIT

SIERRA SURVEYING, INC.

5301 LONGLEY LANE, D-148
RENO, NEVADA 89511
(775) 828-5004