

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** October 27, 2010

**Agenda Date Requested:** November 16, 2010

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Public Works

**Subject Title:** Action to approve and authorize the Mayor to sign a Non-Exclusive Water Meter Access and Maintenance Easement between the Nevada Division of State Lands and Carson City, whereby the State of Nevada will grant the City an easement onto the Nevada State Prison site near the intersection of Butti Way and E. 5<sup>th</sup> Street for purposes of operation and maintenance of an existing water meter.  
(Sharp)

**Staff Summary:** A water meter was installed in 2008 on the Nevada State Prison site near the intersection of Butti Way and E. 5<sup>th</sup> Street. The easement will allow the City legal access to operate and maintain the water meter.

**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 a Non-Exclusive Water Meter Access and Maintenance Easement between the Nevada Division of State Lands and Carson City, whereby the State of Nevada will grant the City an easement onto the Nevada State Prison site near the intersection of Butti Way and E. 5<sup>th</sup> Street for purposes of operation and maintenance of an existing water meter.

**Explanation for Recommended Board Action:** The Easement is necessary to allow Carson City to operate and maintain the water meter.

**Applicable Statute, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** None

**Explanation of Impact:** N/A

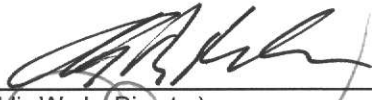
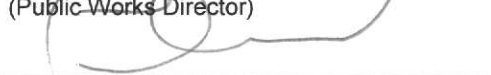

**Funding Source:** N/A

**Alternatives:** Do not approve the Agreement.

**Supporting Material:** Two copies of the Easement document including Exhibit A: Location Map and Exhibit B: Legal Description.

**Prepared By:** Jeff Sharp, City Engineer



Reviewed By:   
(Public Works Director)  
  
(City Manager)  
  
(District Attorney)

Date: 11/8/10  
Date: 11/15/10  
Date: 11/8/10

Board Action Taken:

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

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

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



PRIS 1,DMM, 3236  
Carson City  
A.P.N.: 010-041-55

Recording Requested by and Return To:  
DIVISION OF STATE LANDS  
901 S. STEWART STREET, SUITE 5003  
CARSON CITY, NV 89701-5246

**NON-EXCLUSIVE EASEMENT**

**CARSON CITY WATER METER**

**ACCESS AND MAINTENANCE EASEMENT**

This Non-Exclusive Easement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the NEVADA DEPARTMENT OF CORRECTIONS, hereinafter referred to as GRANTOR, and the CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA, hereinafter referred to as GRANTEE:

**WHEREAS**, GRANTOR owns Carson City Assessor's parcel number 010-041-55; and

**WHEREAS**, the Nevada State Public Works Board constructed and installed WATER FACILITIES through State Public Works Boards Project Number 05-M13 on the GRANTOR'S parcel to service the Nevada State Prison for domestic and fire suppression purposes; and

**WHEREAS**, the WATER FACILITIES include three concrete vaults each which contain a backflow prevention assembly, a bypass line and a water meter; and

**WHEREAS**, it is understood the GRANTOR is responsible for the ownership and maintenance of the concrete vaults which contain the backflow prevention assembly and the bypass line; and

**WHEREAS**, the WATER FACILITIES are connected to the GRANTEE'S municipal water system and the GRANTEE has made application to and wishes to obtain from the GRANTOR an easement to access and maintain the concrete vault which contains their water meter located upon the GRANTOR's parcel; and

**WHEREAS**, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as "the Project," over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, across and/or through a portion of that certain property situate in Section 16, Township 15 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Nevada State Public Works Board Backflow Prevention Project Number 05-M13 dated March 5, 2008 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Easement for the Project extends only to the areas described in **EXHIBITS A and B** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** The Administrator of the Division of State Lands waives any fee for this non-exclusive easement as it is a benefit to the State of Nevada.

4. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or