## City of Carson City Agenda Report

Agenda Date Requested: January 19, 2012 Date Submitted: January 6, 2012 Time Requested: Consent To: Mayor and Supervisors From: Public Works Department Subject Title: For Possible Action: To accept an Amendment to the Temporary Construction Easement along the Pedestrian Pathway at Fairview Drive. (Thomas Guinn) Staff Summary: The original construction easement had an expiration date of 12/31/2011. Carson City Public Works requested an extension of the construction timeframe until August 31, 2012. The Division of State Lands has no objection to the request and as such an amendment is required to be issued. Type of Action Requested: (check one) \_) Ordinance \_) Other (Specify) Does This Action Require A Business Impact Statement: ( ) Yes ( X ) No Recommended Board Action: I move to accept an Amendment to the Temporary Construction Easement along the Pedestrian Pathway at Fairview Drive. (Thomas Guinn) Explanation for Recommended Board Action: By accepting the amendment to the Temporary Construction Easement, the City will be able to continue the construction of the Pedestrian Pathway along Fairview Drive. Applicable Statute, Code, Policy, Rule or Regulation: N/A Fiscal Impact: No fiscal impact Explanation of Impact: N/A Funding Source: N/A Alternatives: none Supporting Material: Easement Amendment Prepared By: Thomas Guinn, Utility Manager Reviewed By: Date: (Public Works) Date:

Date:

(City Manager)

(District Attorney

(Finance Director)

Board Action Taken:		
Motion:	1)	Aye/Nay
(Vote Recorded By)		



NG 23: 13167 & PRIS 1: 13168 DMM/4105 Carson City APN(s): 010-052-02, 010-052-03 and 010-072-02, 010-034-02

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

## TEMPORARY CONSTRUCTION EASEMENT AMENDMENT CARSON CITY PUBLIC WORKS DEPARTMENT PEDESTRIAN PATHWAY

THIS EASEMENT AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2012, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS on behalf of the DEPARTMENT OF CORRECTIONS AND THE NEVADA ARMY NATIONAL GUARD, hereinafter referred to as GRANTOR and the CARSON CITY PUBLIC WORKS, hereinafter referred to as GRANTEE.

## WITNESSETH:

WHEREAS, the GRANTOR entered into a Non-Exclusive Temporary Construction Easement dated August 20, 2010, for construction of a pedestrian pathway along with necessary slope excavation to install surface and underground drainage facilities to provide for pedestrian safety and extend and improve storm drain facilities; and

WHEREAS, the GRANTEE has made application to the GRANTOR requesting an extension of the term of the temporary construction easement due to the GRANTEE not being able to complete this project on or before December 31, 2011; and

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WHEREAS, the GRANTOR has no objections to the extension of time in order to continue construction and complete the project on or before August 31, 2012.

NOW THEREFORE, the following paragraph of the original Non-Exclusive Temporary Construction Easement is hereby amended as follows:

18. TERMINATION: GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree this Non-Exclusive Temporary Construction Easement shall expire upon completion of construction or August 31, 2012, whichever comes first. Either party shall have the right to terminate this Non-Exclusive Temporary Construction Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Temporary Construction Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

This Temporary Construction Easement Amendment shall be recorded in the official records of the Carson City Recorder's office. GRANTEE shall be responsible for all recording fees.

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

IN WITNESS WHEREOF, the parties hereto have executed this amended easement 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,, 2012, pers R. LAWRENCE, Administrator an Lands, who acknowledged that he e	d Ex-Officio State	Land Registra	
NOTARY PUBLIC			

APPROVED:
STATE OF NEVADA
Department of Corrections

By\_

JAMES COX Director

APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

By

KEVIN BENSON

Deputy Attorney General

APPROVED:

STATE OF NEVADA

Nevada Army National Guard

By: \_

WILLIAM R. BURKS

Brigadier General, NVMD

Adjutant General

GRANTEE: CARSON CITY, A Political Subdivision of the State of Neva	ıda	
ROBERT CROWELL Mayor		
ATTEST: City Clerk		
ALAN GLOVER		
STATE OF NEVADA	) ss.	
On,, 2012, per CROWELL, as Mayor, and ALA they executed the above instruments	AN GLOVER, as City (	
NOTARY PUBLIC	_	