

**City of Carson City
Agenda Report**

Date Submitted: May 2, 2014

Agenda Date Requested: May 15, 2014
Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: For possible action: To approve the relinquishment of an easement described in Recorded Document # 237619, located on APN 010-281-46 east of Bigelow Drive. (Schulz)

Staff Summary: The subject easement is located east of Bigelow Drive and south of Snyder Ave on APN 010-281-46, owned by the State of Nevada. The easement was created in 1999 for a waterline to provide water service to the Edmonds Sports Complex. The waterline was ultimately constructed in a different alignment, rendering this easement unnecessary.

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 the relinquishment of an easement described in Recorded Document # 237619, located on APN 010-281-46 east of Bigelow Drive.

Explanation for Recommended Board Action: This easement was created to allow construction of a waterline to serve the Edmonds Sports Complex. The waterline was ultimately constructed in a different location, rendering the easement unnecessary.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 322 Use of State Lands.

Fiscal Impact: A savings of approximately \$270 per year.

Explanation of Impact: The cost to the City for this easement has been \$250 per year since 1999. The state has requested a fee increase to \$270 per year, starting in 2014.

Funding Source: N/A

Alternatives: Do not relinquish the easement and pay the increased cost of \$20 per year.

Supporting Material:

- Map showing Easement (Exhibit A)
- Grant of Easement (Exhibit B)
- Relinquishment of Easement (Exhibit C)
- Easement Amendment (Exhibit D)

Prepared By: Darren Schulz, Public Works Director

Reviewed By:

D. M. Brubeth ^{acting}
(Public Works Director) Date: 5/6/14

Marena S. Works
(City Manager) Date: 5/6/14

B. L. Johnson
(District Attorney) Date: 5/6/14

Mark A. Pohl
(Finance Director) Date: 5/6/14

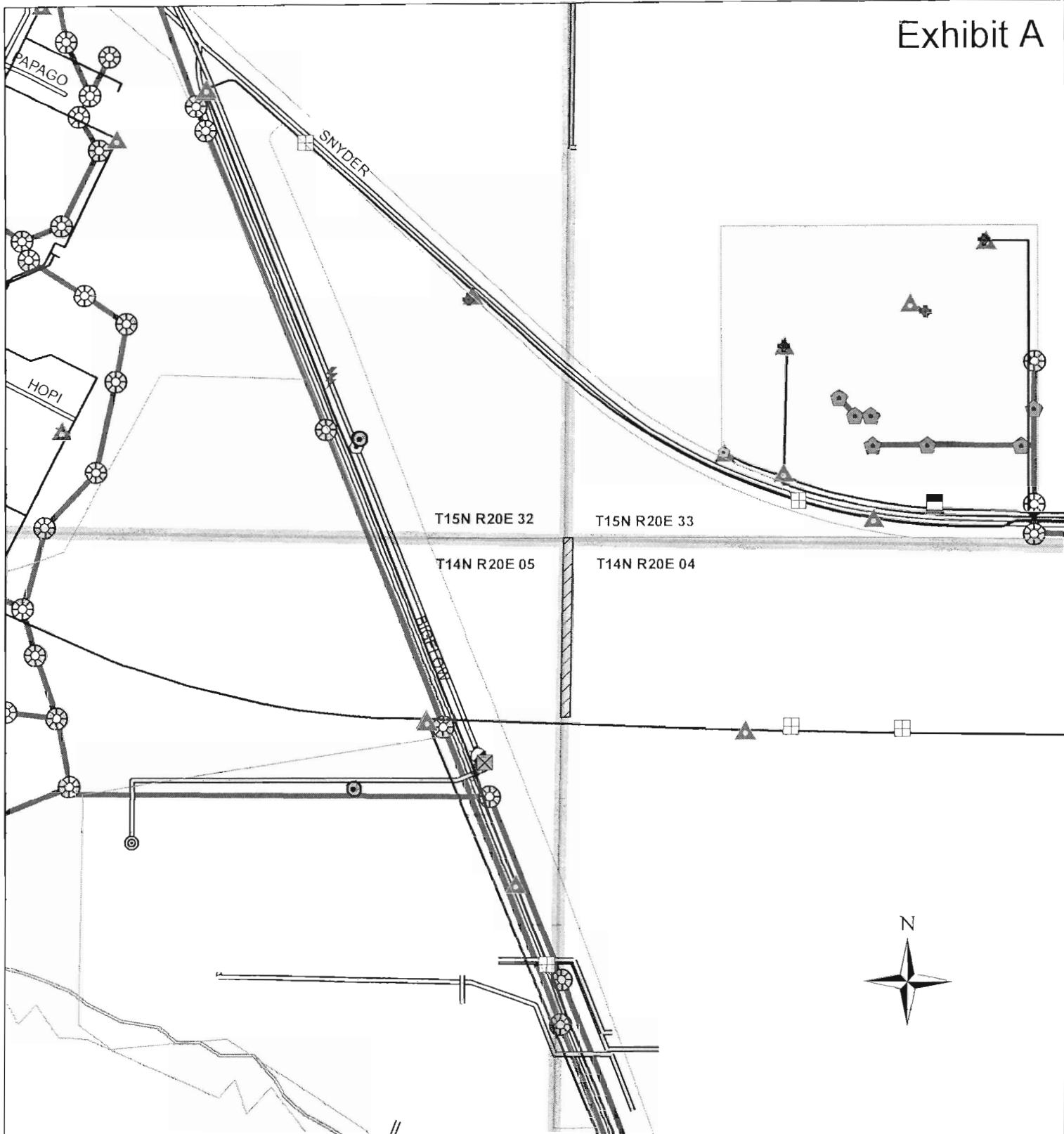
Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

Exhibit A



Map Elements

Easement for Abandonment	□ (Water) Air Release Valve
Parcels	■ (Water) Back Flow Device
PLSS Sections	□ (Water) Check Valve
— (Sewer) Pipe	◆ (Water) Fire Hydrant
○ (Sewer) Manhole	● (Water) Flushout
■ (Sewer) Cleanout	■ (Water) Meter
— (Stormwater) Out-Fall	● (Water) Monitoring Well
	□ (Water) Pipe Crossover Point
	▲ (Water) Valve
	● (Water) Well
	— (Water) Pipe
	■ (Reclaim) Blow Off Assembly
	● (Reclaim) Butterfly Valve
	○ (Reclaim) Cathodic Test Station
	○ (Reclaim) Flange
	○ (Reclaim) Inlet
	⚡ (Reclaim) Telemetry
	◆ (Reclaim) Valve
	— (Reclaim) Cathodic Wire
	— (Reclaim) Pipe

Easement 237619



0 187.5 375 750 Ft

THIS MAP IS PREPARED BY DOUGLAS COUNTY GIS FOR THE CITY OF CARSON CITY FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

EASEMENT

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

WITNESSETH:

7 FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY DOLLARS
8 (\$250.00) ANNUALLY, receipt of which is hereby acknowledged and other good and valuable
9 consideration contained herein, GRANTOR does hereby grant to GRANTEE, its successors and
10 assigns an easement to construct, maintain, place, operate, inspect, repair a waterline together with
11 any other necessary appurtenances connected herewith over, under and across the parcel of land
12 hereinafter described and the right of ingress and egress to and over said parcel in order to provide
13 water service to the Edmonds Sports Complex; together with the right to clear and keep cleared any
14 obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper
15 operation of said system. The lands are situate in the City of Carson City, State of Nevada, as
16 shown on Exhibits "A" and "B" and are more particularly described as follows, to-wit:
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19
20 NORTHERN NEVADA CORRECTIONAL CENTER
21 STEWART PRISON
22 WATERLINE EASEMENT
23

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

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

34
35 **DUPPLICATE ORIGINAL**



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



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.

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DUPPLICATE ORIGINAL



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

GRANTOR:

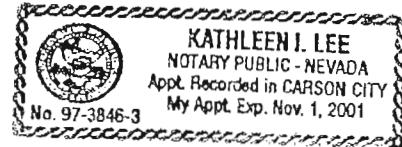
STATE OF NEVADA
Division of State Lands

By:
PAMELA B. WILCOX
Administrator and Ex-Officio

STATE OF NEVADA)
CARSON CITY)
ss.

On June 23rd,
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.

KATHLEEN I. LEE
NOTARY PUBLIC



APPROVED:

STATE OF NEVADA
Department of Prisons

By:
ROBERT BAYER
Director

GRANTEE:

CITY OF CARSON CITY

By:
RAY MASAYKO
Mayor

APPROVED as to Form:

FRANKIE SUE DEL PAPA
Attorney General

By:
GEORGE TAYLOR
Deputy Attorney General

DUPPLICATE ORIGINAL

Exhibit B

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.

Exhibit B

EXHIBIT B

APN 010-221-13
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.)



N.T.S.

20' RECLAIMED WATER
LINE EASEMENT

APN 010-281-46
STATE OF NEVADA

S 01°03'46"

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

Exhibit B

AGREEMENT

This Agreement made November 18, 1982, between
Carson City, Nevada, a consolidated municipality, hereinafter referred
to as "CITY", and the State of Nevada Department of Prisons, hereinafter
referred to as "STATE".

6 WHEREAS, CITY will construct and operate a wastewater
7 treatment plant which will make reclaimed water usable and available for
8 irrigation; and

9 WHEREAS, CITY is in need of a site for the disposal of its
10 wastewater; and

11 WHEREAS, STATE owns certain real property located at the
12 Nevada State Prison and the Northern Nevada Correctional Center and
13 wants to use said reclaimed water for irrigation of said lands;

14 NOW, THEREFORE, CITY and STATE agree as follows:

15 1. STATE shall use all reclaimed water supplied under this
16 Agreement solely for irrigation of prison grounds and farmland. Said
17 use shall be confined to those lands described in Exhibit A, which is
18 attached hereto and incorporated herein.

19 2. STATE may make use of the effluent for food crops,
20 provided STATE performs any required additional treatment, sampling and
21 laboratory testing as may be required by the Nevada Division of
22 Environmental Protection.

23 3. STATE shall use said reclaimed water in accordance with
24 standards and regulations established by the Nevada Division of
25 Environmental Protection.

26 4. CITY shall treat said reclaimed water at its wastewater
27 treatment plant in accordance with standards and regulations established
28 by the Nevada Division of Environmental Protection for agricultural use,
29 excluding production of food crops for human consumption. CITY shall
30 perform all sampling and laboratory testing that is required by the
31 Nevada Division of Environmental Protection and CITY's discharge permit,
32 including but not limited to actual sampling of treated effluent, prison

Exhibit B

1 farm soils and Carson River water. If any testing reveals conditions
2 that do not meet the standards and regulations adopted by the Nevada
3 Division of Environmental Protection, then it shall be the
4 responsibility of CITY to address the problem by adjusting its method of
5 effluent treatment.

6 5. Initially CITY shall make available to STATE a minimum of
7 710 acre-feet of reclaimed water per year during the irrigation season
8 and in the future reserve to STATE the right to take delivery of a
9 maximum of 3,000 acre-foot of reclaimed water per year.

10 6. CITY shall provide the quantity and quality of water, for
11 the lands developed under this Agreement, necessary for proper
12 irrigation of agricultural lands and proper renovation of treated
13 effluent.

14 7. Said delivery of reclaimed water shall commence in 1985.
15 However, if the facilities described in paragraph 12 of this Agreement
16 are completed prior to 1985, the parties may, by mutual consent, advance
17 said commencement.

18 8. The parties agree that STATE will be able to utilize
19 3,000 acre-feet of reclaimed water per year. Therefore, STATE shall
20 accept and use all reclaimed water made available by CITY to a maximum
21 of 3,000 acre-feet per year, unless the conditions referred to in
22 paragraph 11 of this Agreement make such usage impossible. In that
23 event, STATE shall accept and use as much of the reclaimed water as said
24 conditions permit.

25 9. STATE shall make reasonable effort to utilize its
26 farmland so as to maximize the amount of reclaimed water that it will be
27 able to accept and use under this Agreement as shown on Exhibit A.

28 10. STATE acknowledges that the actual quantity of reclaimed
29 water that CITY will be able to make available during any irrigation
30 season is dependent on the wastewater treatment facilities that are
31 available, population growth in Carson City, and annual and seasonal
32 variations in the flow of reclaimed water.

65/85.35 14765 120-350-1
Exhibit B

1 11. CITY acknowledges that the actual quantity of reclaimed
2 water that STATE will be able to accept during any irrigation season is
3 dependent on the capacity of STATE's lands and sound farm management
4 practices.

5 12. CITY shall provide at its own expense the reasonable and
6 necessary facilities and appurtenances for the full performance of its
7 duties and obligations under this Agreement, including the engineering
8 and construction of a wastewater treatment plant and a pipeline to
9 STATE's lands. CITY shall also construct and install an irrigation
10 system, including all land preparation, upon STATE's farmland. STATE
11 shall provide the reasonable and necessary easements for the
12 construction of said facilities and appurtenances. Upon completion of
13 said construction, said irrigation system upon STATE's farmland shall
14 remain the CITY's property until the expiration of the term of this
15 agreement at which time the irrigation system shall become the property
16 of STATE.

17 13. CITY shall be responsible for only operation, maintenance
18 and repair of said facilities and appurtenances to the points of
19 delivery which shall be at the property lines of STATE's lands. The
20 location of said points of delivery are designated on Exhibit A. STATE
21 shall be responsible for the operation, maintenance and repair of the
22 irrigation system and appurtenances thereto on STATE's farmland.

23 14. The term of this Agreement shall be thirty (30) years and
24 STATE shall have the option to renew it for two additional thirty (30)
25 year terms provided it gives CITY written notice of its intention to
26 renew at least two (2) years prior to the expiration of each term.

27 15. This Agreement shall constitute a covenant that runs with
28 those lands of the STATE described in Exhibit A and shall be binding on
29 STATE, its successors, assigns and all subsequent owners of all or any
30 part of said lands.

31 16. Should STATE have to expand its facilities at the site,
32 CITY agrees to allow STATE to reduce the lands under irrigation shown on

Exhibit B

1 Exhibit A by no more than fifty (50) acres. The actual location of the
2 lands to be taken out of irrigation shall be mutually agreed upon by
3 STATE and CITY. STATE agrees that should more than fifty (50) acres be
4 required than STATE, at its sole expense, will replace the land and
5 irrigation system to receive reclaimed water. The amount of land and
6 facilities to be replaced will be governed by the amount of reclaimed
7 water actually or proposed to be used that can no longer be applied.

8 17. The right to receive reclaimed water hereunder shall not
9 be assignable by STATE to other persons except upon conveyance of all or
10 part of the lands described in Exhibit A, nor shall said right be
11 transferable to STATE's other lands without the prior consent of CITY.

12 18. The parties acknowledge that breach of this Agreement
13 will produce great or irreparable injury to them. Therefore, if either
14 party refuses or fails to carry out the terms of this Agreement, the
15 other party shall be entitled to injunctive relief to restrain the
16 breaching party from violating this Agreement and any damages that may
17 be caused by such breach.

18 19. The parties shall be relieved of their respective duties
19 and obligations hereunder if performance of this Agreement is prevented
20 by the elements, natural disaster or acts of God, or if they are ordered
21 or enjoined from performing hereunder by any court or regulatory agency
22 having jurisdiction. Either party may discontinue performance of its
23 duties and obligations hereunder if the other party breaches any term or
24 condition of this Agreement.

25 20. CITY shall make application to the State Municipal Bond
26 Bank for the issuance of a bond entitled 1982 Comprehensive Sewer
27 Improvement Bond. The funds obtained by the issuance of said bond shall
28 be used to building the facilities described in paragraph 12 of this
29 Agreement.

30 31. STATE acknowledges that issuance of the 1982
32 Comprehensive Sewer Improvement Bond is a condition precedent to CITY's
ability to perform under this Agreement. CITY shall make every effort

Exhibit B

1 to obtain issuance of said bond but if it is unsuccessful, this
2 Agreement shall become null and void, unless other methods of financing
3 the project become available.

4 22. This contract shall not become effective until and unless
5 approved by the Nevada State Board of Examiners, and the State of Nevada
6 Interim Finance Committee.

7 IN WITNESS WHEREOF, the parties hereto have caused this
8 contract to be signed and intend to be legally bound thereby.

9 DATED this 28 day of Feb, 1963.

10

11 Approved for form:
CARSON CITY DISTRICT ATTORNEY

12

13 By: William G. Maddox

14

CARSON CITY PUBLIC WORKS DEPARTMENT

15

16 By: Lawrence A. Werner
17 Lawrence A. Werner
Public Works Director

18

CARSON CITY

19

20 By: William Reinken
21 William Reinken, MAYOR-PRO-TEM

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23 ATTEST:

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25 Ted P. Thornton

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Exhibit B

1 Approved for form:
2 ATTORNEY GENERAL

3 By Ernest E. Adlo

4
5 STATE OF NEVADA DEPARTMENT OF PRISONS

6 By Thomas G. Housewright
7 VERNON G. HOUSEWRIGHT
8 DIRECTOR OF PRISONS

9 STATE OF NEVADA BOARD OF EXAMINERS

10 William Bible
11
12
13

14 STATE OF NEVADA
15 -INTERIM FINANCE COMMITTEE

16 By: _____ Chairman

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Exhibit B

AMENDMENT TO AGREEMENT

between

NEVADA DEPARTMENT OF PRISONS

and

CARSON CITY, NEVADA

An amendment to the agreement between the STATE OF NEVADA, acting by and through its DEPARTMENT OF PRISONS, hereinafter referred to as the "STATE" and CARSON CITY, NEVADA, a consolidated municipality, hereinafter referred to as the "CITY."

PREAMBLE

WHEREAS, the CITY and STATE are public agencies within the meaning of NRS 277.100, and empowered to contract with another public agency pursuant to NRS 277.150 (1) for the performance of any governmental service, activity or undertaking which their agencies are authorized by law to perform; and

WHEREAS the STATE entered into an agreement with the CITY, the ("Parties") dated November 16, 1982, which expires November 17, 2012; and

WHEREAS, the parties are desirous of maintaining the contractual relationship which was established; and

THEREFORE, in mutual consideration the parties do hereby agree to the following:

1. Effective January 1, 1994, the minimum acre-feet of reclaimed water guaranteed to the STATE by the CITY in Article 5 of the original agreement will be increased from 710 acre-feet to 1,100 acre-feet not to exceed a maximum of 3,000 acre-feet of reclaimed water.
2. Article 5 of the original agreement shall be changed to read in its entirety as follows:

"Initially CITY shall make available to STATE a minimum of 1,100 acre-feet of reclaimed water per year usable for irrigation not to exceed a maximum of 3,000 acre-feet."

EXHIBIT "D"

Exhibit B

AGREEMENT AMENDMENT
DEPARTMENT OF PRISONS
CARSON CITY, NEVADA
A CONSOLIDATED MUNICIPALITY

3. Article 10 of the original Agreement shall be changed to read in its entirety as follows:

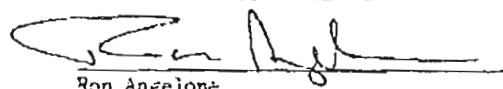
"STATE acknowledges the actual quantity of reclaimed water delivered by the CITY in excess of 1,100 acre-feet shall be dependent upon population growth in Carson City and annual/seasonal variations in the flow of reclaimed water."

4. All other provisions of the original agreement dated November 18, 1982, shall remain in force in accordance with the provisions and limitations of Chapter 41 of the Nevada Revised Statutes.

5. This amendment is subject to the approval of the Carson City Board of Supervisors and the State of Nevada Board of Examiners.

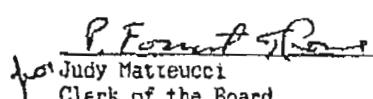
IN WITNESS WHEREOF, the parties hereto have affixed their official signatures the day and year written below and intend to be legally bound thereby.

STATE OF NEVADA
DEPARTMENT OF PRISONS


Ron Angelone
Director

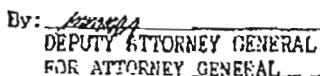
Dated 3/16/93

BOARD OF EXAMINERS


Judy Matteucci
Clerk of the Board

Dated 3-25-93

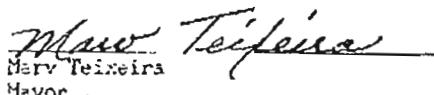
APPROVED AS TO FORM ONLY
Frankie Sue Del Papa
Attorney General

By: 
DEPUTY ATTORNEY GENERAL
FOR ATTORNEY GENERAL

Dated 3/11/93

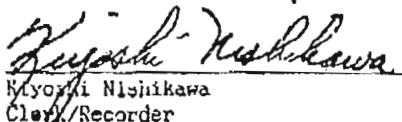
(1,111)

CARSON CITY
BOARD OF SUPERVISORS


Merv Teixeira
Mayor

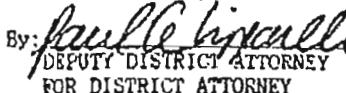
Dated 3-18-93

ATTEST:


Myomi Nishikawa
Clerk/Recorder

Dated 3-18-93

APPROVED AS TO FORM ONLY
Noel S. Waters
District Attorney

By: 
DEPUTY DISTRICT ATTORNEY
FOR DISTRICT ATTORNEY

Dated 3/18/93

Exhibit B

FILED FOR RECORD
AT THE REQUEST OF
CARMON CITY CLERK & RECORDER
99 JUL 14 P3:24
CARMON CITY CLERK & RECORDER
FILE NO. 237619
ALAN GLOVER
CARMON CITY RECORDER
FEE: 40 C. DEP. 10

01AV08

237619

Exhibit C



PRIS-2, REM, #4586/14041

Carson City

A.P.N. 010-281-46

Return to:

DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY NV 89701

RELINQUISHMENT OF EASEMENT

Water Service Line to the Edmonds Sports Complex
At Northern Nevada Correctional Center

THIS RELINQUISHMENT OF EASEMENT, made and entered into this _____
day of _____, 2014 by and between the STATE OF NEVADA, acting by and
through the DIVISION OF STATE LANDS and the State Land Registrar, for and on
behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as GRANTOR,
and CARSON CITY NEVADA, Consolidated Municipality and State Capital, hereinafter
referred to as GRANTEE.

WITNESSETH:

WHEREAS, State of Nevada owns and administers the property known as Northern
Nevada Correctional Center in Carson City Washoe County, Nevada; and

WHEREAS, GRANTEE entered into an Easement on the property with GRANTOR
on June 23, 1999, and recorded in the Carson City Recorder's Office on July 14, 1999 as
Document Number 237619, for a waterline to the Edmonds Sports Complex described as
follows:

NORTHERN NEVADA CORRECTIONAL CENTER
STEWART PRISON
WATERLINE EASEMENT

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

COMMENCING ten (10) feet East of the Northwest corner of Section 4, Township 14 North, Range 20 East, M.D.M., as shown on exhibit "A" and made part hereof, thence S 01°03'46" W, a 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 of Carson City, Nevada

Basis of Bearing

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

WHEREAS, the GRANTEE has determined that this easement is no longer needed and has no facilities constructed within the easement area and that it has been restored to its original condition; and

NOW THEREFORE, the GRANTEE by the authorized signature below does hereby RELINQUISH said easement described above in its entirety with the GRANTOR. All right, title and interest of GRANTEE to said premises shall terminate and shall revert to GRANTOR, its successors and assigns, and that GRANTOR shall have no further obligation to GRANTEE.

IN WITNESS WHEREOF, the parties hereto have subscribed this Relinquishment of Easement the day and year first noted above.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By: _____
CHARLES DONOHUE
Acting Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
CARSON CITY)
ss)

On _____, 2014 personally appeared before me, a Notary Public, CHARLES DONOHUE, Acting Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

DUPLEX ORIGINAL

Exhibit C

GRANTEE:



CARSON CITY NEVADA
Consolidated Municipality and State Capital

By: _____

ROBERT CROWELL

Mayor

Date: _____

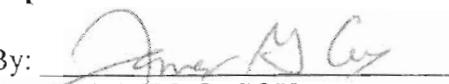
Attest:

City Clerk

DUPLICATE ORIGINAL

APPROVED:

STATE OF NEVADA
Department of Corrections

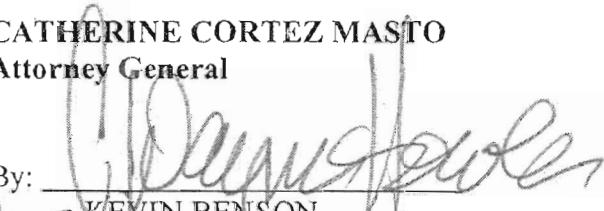
By: 
JAMES G. COX

Director

Date: 4/1/14

APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

By: 
KEVIN BENSON
Deputy Attorney General

Date: 21 MAR 14

Exhibit C

APN 010-221-13
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.)



20' RECLAIMED WATER
LINE EASEMENT

375.04'

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

Exhibit D

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

BRIAN SANDOVAL
Governor

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

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

December 18, 2013

Carson City Public Works
c/o: Tom Grundy
3505 Butti Way
Carson City, NV 89701

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

Dear Tom,

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. This amendment was previously forwarded to Jeff Sharp several months ago for concurrence by Carson City, but has been delayed due to Jeff's departure.

Please review the amendment and return it to our office for further processing after the City's signature. If you would like any additional information, do not hesitate to contact me. We would appreciate your cooperation in the processing of this easement amendment.

Sincerely,

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

Enclosure

Exhibit D



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 _____, _____, 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

Exhibit D

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.

Exhibit D

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)
CARSON CITY) :ss.

On _____, _____, 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

Exhibit D

GRANTEE:

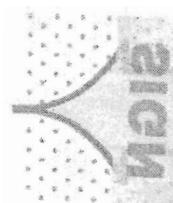
CARSON CITY NEVADA
A Consolidated Municipality

APPROVED:

By _____
ROBERT CROWELL
Mayor

ATTEST:

By _____
City Clerk



REVIEWED AND RECOMMENDED:

By W. Miller

Date 2-10-14

APPROVED for Legality and Form:

By _____
Carson City District Attorney

Date _____