



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: June 21, 2018

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: 1) To approve and authorize the Mayor to sign a Grant of Temporary Easements across APN 008-391-15 for the installation of a natural gas pipeline or pipelines and appurtenances, pursuant to NRS 244.279 which allows for the sale or lease of right-of-way to a public utility; and 2) to approve the Letter Agreement between Carson City and Paiute Pipeline Company including Grantee's offer of compensation in the amount of \$1,800 for the temporary easements; and 3) to authorize the Finance Department to place the revenue in a separate line item in the Quality of Life account to be spent only on the subject properties for open space improvements, operations, and maintenance. (Jennifer Budge, JBudge@carson.org and Stephanie Hicks, SHicks@carson.org).

Staff Summary: The 2018 Paiute Pipeline Expansion Project will include the installation or replacement of pipeline facilities for approximately 8.46 miles in four segments through Douglas County, Lyon County and Carson City, Nevada. City staff has been coordinating with Paiute Pipeline Company regarding the design and easements required on Segment 2 and 3 of the project located in Carson City. Paiute Pipeline Company is requesting two temporary easements in Segment 3 for construction outside of the road right-of-way on property owned by Carson City and managed by the Parks and Open Space Department. The easements are needed for construction and maintenance associated with the project.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to: 1) Approve and authorize the Mayor to sign a Grant of Temporary Easements across APN 008-391-15 for the installation of a natural gas pipeline or pipelines and appurtenances, pursuant to NRS 244.279 which allows for the sale or lease of right-of-way to a public utility; and 2) Approve the Letter Agreement between Carson City and Paiute Pipeline Company including Grantee's offer of compensation in the amount of \$1,800 for the temporary easements; and 3) Authorize the Finance Department to place the revenue in a separate line item in the Quality of Life account to be spent only on the subject properties for open space improvements, operations, and maintenance.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

Background/Issues & Analysis

As part of the 2018 Paiute Pipeline Expansion Project, Paiute Pipeline Company will be installing or replacing pipeline facilities for approximately 8.46 miles in four segments through Douglas County, Lyon County and Carson City, Nevada. Segments 2 and 3 for the project are located within Carson City. Segment 2 will be constructed along the southern boundary of Fairview Drive affecting two parcels of Carson City Parks and Open

Space property containing a paved pedestrian path. Segment 3 will be constructed along the northern boundary of Highway 50 affecting Carson City Parks and Open Space property along the southern edge of Centennial Park.

As a result of some of these improvements being outside of the road right-of-way, Paiute Pipeline Company is requesting two temporary easements totaling approximately 83,435 square feet across APN 008-391-15 located north of Highway 50 for the installation of the natural gas pipeline.

Pursuant to NRS 279.470(4), the City may sell or lease right-of-way to a public utility.

City staff has been coordinating with Paiute Pipeline regarding the design and easements required on Segment 2 and 3 of the project through Carson City. The attached Letter Agreement, Grant of Easement documents and Addendums include conditions that Staff believes will help to mitigate the project impacts. Additionally, appraisal reports were requested and completed to establish fair market value of the easements. Based on the available information and the mutual agreement of the parties, the compensation for the temporary easements is \$1,800.00 for a three-year period.

Staff is requesting that because the subject property was acquired through the Omnibus Public Lands Management Act and also contains a conservation easement, revenues for these easements be placed in a separate line item in the Quality of Life account to be spent only on the subject properties for open space improvements, operations, and maintenance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.279 Sale or lease of right-of-way or water rights to public utility.

1. A board of county commissioners may sell or lease:

(a) A right-of-way to a public utility as defined in NRS 704.020

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Quality of Life Fund - Revenue

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The City will receive \$1,800 for the temporary easements.

Alternatives

Do not move to: 1) Approve and authorize the Mayor to sign a Grant of Temporary Easements across APN 008-391-15 for the installation of a natural gas pipeline or pipelines and appurtenances, pursuant to NRS 244.279 which allows for the sale or lease of right-of-way to a public utility; and 2) Approve the Letter Agreement between Carson City and Paiute Pipeline Company including Grantee's offer of compensation in the amount of \$1,800 for the temporary easements; and 3) Authorize the Finance Department to place the revenue in a separate line item in the Quality of Life account to be spent only on the subject properties for open space improvements, operations, and maintenance.

Approve motion with modifications.

Board Action Taken:

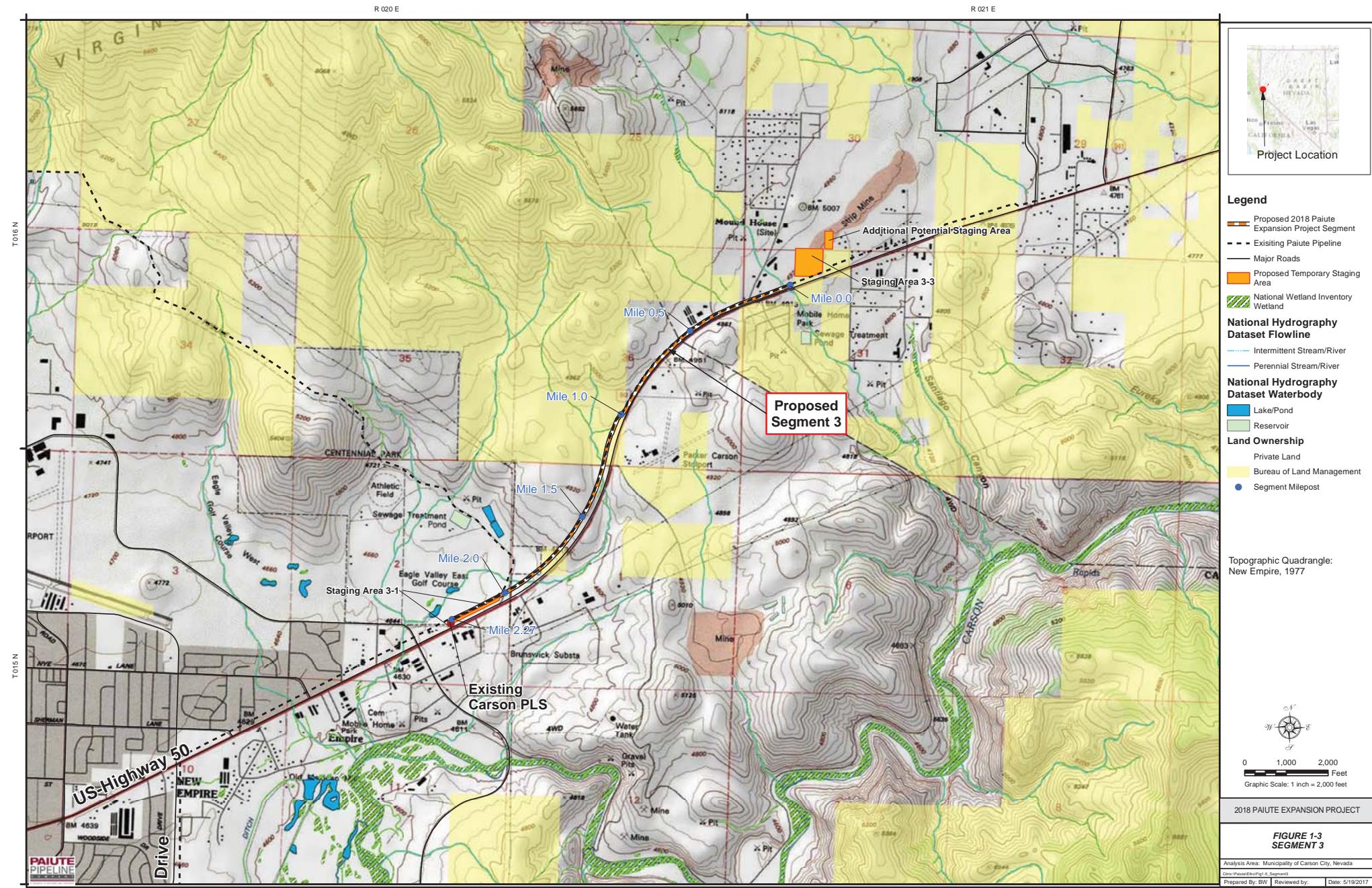
Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Copyright © 2013 National Curriculum Sector Limited



A Subsidiary of Southwest Gas Corporation

LETTER AGREEMENT

June 11, 2018

Stephanie A. Hicks, AICP,CFM
Real Property Manager
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701

Re: Paiute Pipeline Company
2018 Expansion Project
APNs 010-052-01, 010-034-01, 008-391-15

Dear Ms. Hicks:

This letter agreement ("Letter Agreement") is to state the terms under which Paiute Pipeline Company ("Paiute") and the Consolidated Municipality of Carson City, State of Nevada ("City"), collectively referred to as the "Parties" will proceed for the purpose of the City granting certain temporary and perpetual easements to Paiute on City-owned property for Paiute's 2018 Expansion Project.

In exchange and consideration for granting of the perpetual and temporary easements, the Parties agree as follows:

1) Compensation:

Appraisal Reports for the above-captioned City-owned property, prepared by Johnson Valuation Group (JVG), were provided to the City in electronic form on May 8, 2018. Separate reports were prepared for the perpetual easements and the temporary easements, due to differences in locations for the easements and differences in comparable value properties. The Reports were prepared at the request of Paiute Pipeline Company ("Paiute") to determine the fair market value (FMV) for the acquisition of perpetual and temporary easements.

Based on the available information and the mutual agreement of the parties, the combined compensation for the perpetual and temporary easements is \$15,150.00. Paiute shall pay \$13,350.00 for the Perpetual Easements and \$1,800.00 for the temporary easements, for a total amount of \$15,150.00. Although the compensation for use of the temporary easements is only \$600.00 per year, revegetation efforts may take several years after construction of the pipeline facilities is completed; accordingly, Paiute shall initially pay for three (3) years of occupancy of the temporary easement areas to perform the restoration and revegetation. After three (3) years, native plant revegetation will be reasonably evaluated by the City in cooperation with Paiute to ensure compliance with revegetation requirements set forth herein below. If the required revegetation is in accordance with the revegetation requirements in a manner that is reasonably satisfactory to the City, the temporary easements will be relinquished. If such

revegetation is not in accordance with the revegetation requirements in a manner that is reasonably satisfactory to the City, the temporary easements shall continue and the associated compensation shall be due and payable until such time the revegetation is completed in accordance with the requirements for this project. Compensation will be paid upon receipt of the signed easement documents.

2) Non-exclusivity of easement:

An addendum is included with the Grant of Easement clarifying the non-exclusive nature of the perpetual easement. The addendum also addresses a subsequent request by the City for an appropriate hold harmless provision and incorporation of provisions of this Letter Agreement which, by their nature, are applicable to such perpetual easements.

Wherever discretion or approval is reserved by the City, such discretion and approval shall be exercised acting reasonably; and such approval shall not be unreasonably withheld, conditioned, or delayed.

In all events, the City shall strictly observe applicable statutes and regulations to prevent harm to and for the protection of subsurface installations.

3) Segment 2 Construction Access:

Paiute and its contractors will access the right-of-way (R/W) along Segment 2 at two locations that could impact the bike path: the southeast corner of Fairview Drive and Fifth Street; and the east side of the intersection of Fairview Drive and Edmonds Drive. Appropriate measures to minimize damage to the bike path will be taken. Crossing of the bicycle and pedestrian path by large equipment should be limited in order to minimize impacts.

4) Restoration of bicycle/pedestrian path:

Paiute will restore the bicycle/pedestrian path to reasonably the same condition as the condition existing prior to the construction activities, as determined by the City, acting reasonably. The full width of the bike path will be restored in those areas disturbed by Paiute's construction activities. Carson City's Construction Manager, acting reasonably, will determine the extent of path repair or replacement that is required following the installation of the pipeline. In no event shall any betterments be required or restoration beyond the area disturbed by Paiute, except at City's expense.

5) Revegetation of construction areas and construction staging areas:

Paiute will meet applicable revegetation requirements for both Segment 2 and 3. Paiute consulted with the City in the development of the Project's Restoration and Revegetation Plan ("Restoration Plan"). The City has reviewed and approved the Restoration Plan. This Restoration Plan contains the City's prescribed seed mixes and the criteria for successful revegetation. Pursuant to the approved Restoration Plan, areas of unsuccessful revegetation will be re-worked until the success criteria of uniform annual cover with a density of seventy percent (70%) native background vegetation cover is achieved. The City has directed that the drainage channel area along South Edmonds Drive does not require revegetation.

6) Ten (10) feet of separation from existing City water line and recommended 10-foot separation from City fiber optic lines:

Paiute and its contractors will maintain the requested 10-foot separation from the City's existing water line and the City's existing fiber optic cables, where feasible. If there are any locations where the ten feet of separation cannot be reasonably maintained, Paiute will consult with the City and obtain approval prior to any installation, which approval shall not be unreasonably withheld, conditioned, or delayed.

7) Five (5) to six (6) foot minimum cover at drainage crossings/Riprap for erosion control:

Paiute will maintain a minimum five feet (5') depth of cover at all drainage crossings and ensure riprap is installed for erosion control.

8) Abandoned pipe not removed to be abandoned to applicable requirements:

If the pipeline facilities cease to be used and useful and are to be abandoned by Paiute, then Paiute will grout fill any segments of pipe that will not be removed pursuant to Grantee's requirements in Orange Book, Section 305.01.03.05.02, as may be amended.

9) Construction of drainage swales and re-grading of right-of-way and City-permitted area at southeast intersection of East Fifth Street & Fairview Drive and South Edmonds Drive between Stations 71+00 to 93+07:

The City, by electronic mail dated May 3, 2018, requires Paiute to grade the area within the Paiute right-of-way and City-permitted area for the land adjacent to the Paiute pressure regulation station to the southeast of the East Fifth Street and Fairview intersection, as shown in green on the attached Exhibit A and incorporated by this reference.

In addition, the City requests Paiute to install two (2) drainage swales in the locations shown in purple on Exhibit A; plus grade the highlighted area to remove any ruts formed due to erosion from previous years' rainfall. One of the swales will parallel the southeasterly edge of the right-of-way for a distance of approximately 150 feet in length. The second swale will commence at a point approximately 20 feet from the beginning of the course of the first swale, and angles in a northwest direction toward East Fifth Street; roughly bisecting the area to be graded and revegetated. This second swale will be approximately 130 feet in length, terminating just inside Paiute's right-of-way, approximately 25 feet from the edge of pavement for East Fifth Street.

The City also requests Paiute to install a third swale, located along South Edmonds Drive, between Stations 71+00 to 93+07.

The swales will be constructed using the general profiles in Exhibit A. The swale along Edmonds Drive will have an apron of six inches (6") of compressed Type II aggregate base approximately two to four feet wide paralleling the pavement edge of Edmonds Drive, sloping the contour to a depth of one foot (1') to four feet (4') deep, to fit the topography and conditions; then a return slope back toward the opposite edge of the right-of-way. The swales in the East Fifth Street/Fairview Drive area will be earthen cuts, contoured based on the topography and conditions found in the field.

After all construction is complete, Paiute will revegetate the green highlighted area for the East Fifth Street/Fairview Drive location, with the seed mix in the Project's Revegetation Plan approved by the City and Nevada State Lands Division.

Once completed, no further warranty or guarantee is offered or provided for the swales and graded areas. All subsequent responsibility and maintenance for the swales and graded area shall belong solely to the City. Absent negligence or willful misconduct in the construction of the swales, in no event shall Paiute be responsible for any additional repairs, replacement or betterment. Any other maintenance, repairs, replacement or restoration efforts desired by the City shall be at City's cost and expense.

10) Removal of excess sediment from 2017 flooding:

Paiute agrees to remove excess sediment accumulated within a roadside drainage channel located between South Lompa Lane to De Ann Drive along South Edmonds Drive within the easement area as a result of 2017 flooding. Removed sediments will be disposed by Paiute at an approved site selected by the City.

11) Maintaining a 35-foot buffer of existing vegetation in the area of temporary easement along U.S. Highway 50 (HWY 50):

The temporary easement will be utilized to facilitate construction of the Expansion Project, including using a portion of the temporary easement as a staging area for pipe and construction materials and another portion for vehicle and equipment parking. Because the planned staging area already has existing surface disturbance, impacts to the surface and restoration efforts can be reduced by locating the staging area on the City property.

Paiute and its contractors intend to clear only as much of the temporary construction easement that is required to complete the installation of the new pipeline and abandon of the existing pipeline. To the extent possible, a 35-foot buffer of existing vegetation will be retained along HWY 50 where it is consistent with safe construction practices and while maintaining the ability to construct the project. There may be some areas where the 35-foot buffer is not possible to maintain and construct or abandon the pipeline facilities. Consistent with the commitment to restore the easement areas, Paiute will revegetate those areas where less than a 35-foot buffer cannot be maintained during construction.

12) Recordation:

Recordation of this Letter Agreement and Temporary Easement will be at the discretion of the Board of Supervisors as part of the City's approval process. When fully executed, perpetual easements shall be recorded by the Carson City Clerk-Recorder, with a copy provided to Paiute after recordation.

Other than the foregoing, there are no other conditions or requirements to be imposed by the City for granting the requested easements; and this Letter Agreement; together with the Temporary Easements and Grant of Easement, with Addendums, constitute the entire agreement between the City and Paiute in this matter. This provision shall not be construed to mean that the project is exempt from the standard plan review and permitting processes, including, without limitation, the issuance of a permit pursuant to CCMC 5.04.020 and 15.80.

Stephanie A. Hicks
Page 5

This Letter Agreement may be executed simultaneously or in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document. All previous communications on this subject matter are hereby withdrawn and superseded with this Letter Agreement.

Please confirm the City's acceptance of the foregoing by having a duly-authorized representative of the City execute the acceptance provision and return the letter with original signature to: Paiute Pipeline Company; Attn: T. Economy, P.O. Box 1190; Carson City, NV 89702-1190. Please also provide a copy of the signed letter by electronic mail to: theresa.economy@swgas.com.

Also enclosed are the Grant of Easement (GOE) and Temporary Easement (TE), with their respective Addendums, for approval and signature by the appropriate authorized City representative.

Respectfully,



Mark A. Litwin
Vice President/General Manager

Enclosures

[APPROVAL SIGNATURE PAGE FOLLOWS]

APPROVED AND ACCEPTED:

CARSON CITY, NEVADA

By: _____
Robert Crowell, Mayor

Attest:

By: _____
Sue Merriwether, Clerk-Recorder

Approved as to form:

By: _____
District Attorney

Printed Name: _____

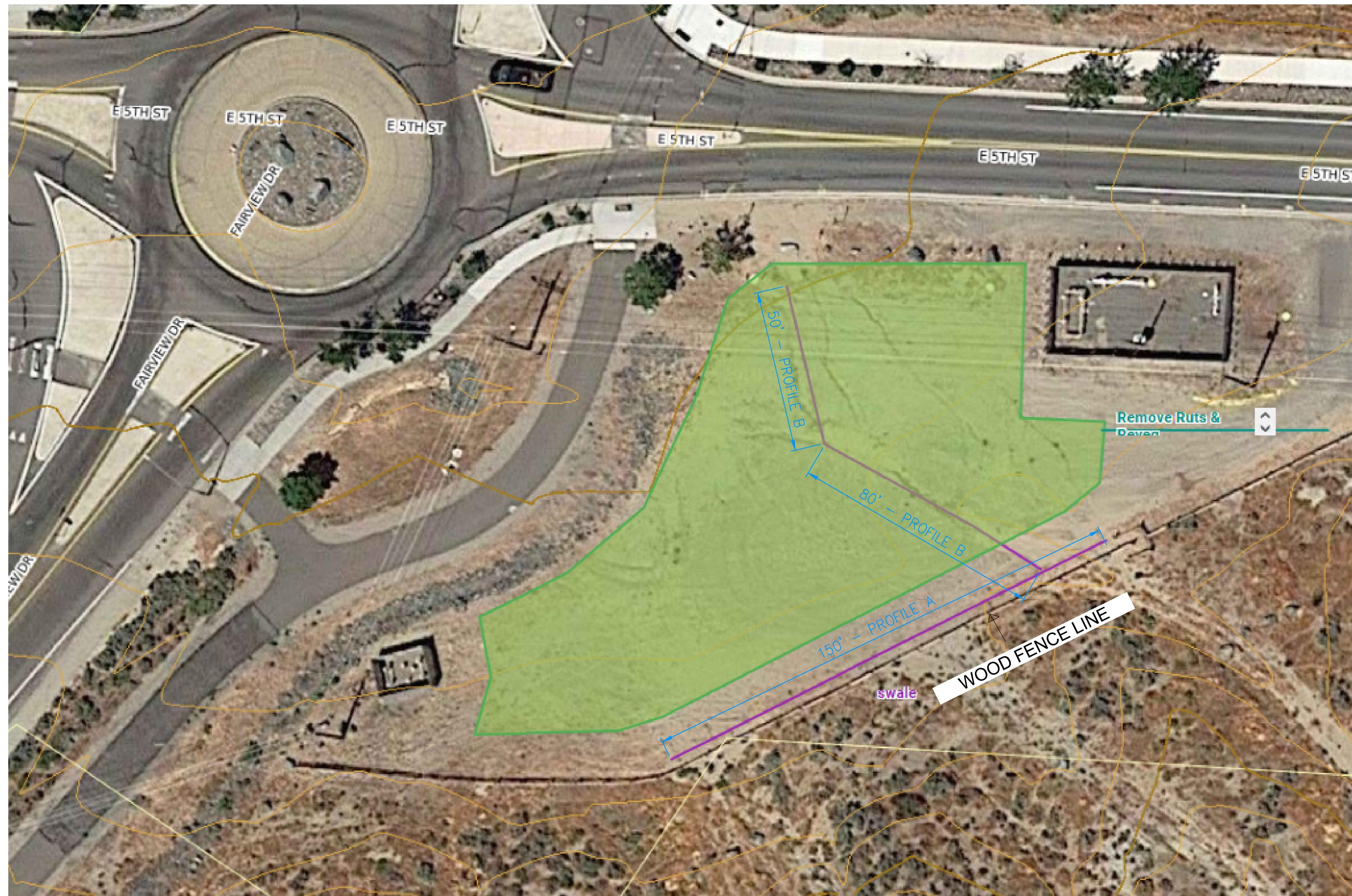
PAIUTE PIPELINE COMPANY

By: _____
Mark A. Litwin,
Vice President/General Manager

Date: _____

CARSON CITY REVEGETATION & SEDIMENT CLEANUP

EXHIBIT A



CARSON CITY REVEGETATION/SWALE REQUEST - FIFTH/FAIRVIEW DR.: STATION 00+00

SCALE: N.

NOTES:

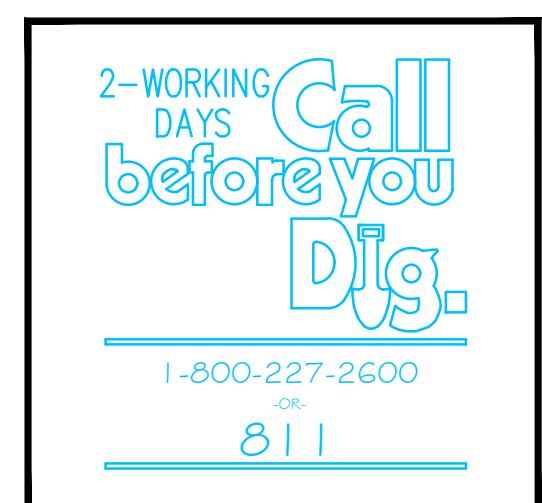
- C1** GREEN SHADeD AREA REQUIRES RUTS REMOVED AND REVEGETATION AFTER CONSTRUCTION.
- C2** SWALE MUST BE GRADED ALONG PURPLE LINES. SEE SWALE PROFILES A & B DETAILS.
- C3** SEDIMENT TO BE CLEANED UP ALONG S. EDMONDS DRIVE: STATION 71+00 TO 93.07

AS-BUILT DRAWING-PRESSURE TEST DATA			
		TEST MEDIUM	TEST MET
PIPE DIA.	_____	<input type="checkbox"/> AIR	<input type="checkbox"/> GAU
PIPE LENGTH	_____	<input type="checkbox"/> NITROGEN	<input type="checkbox"/> CHA
PIPE TYPE	_____	<input type="checkbox"/> WATER	GAUG
MIN. DURATION	_____	<input type="checkbox"/> SOAP	PRESS REC
		START	END
TEST PRES. (PSIG)	_____	_____	_____
TIME	_____	_____	_____
DATE	_____	_____	_____
PERFORMED BY	_____	_____	_____

VISUAL INSPECTION CERTIFICATION	
I HAVE VISUALLY INSPECTED ALL HEATED FUSIONS, SOLVENT CEM MECHANICAL JOINTS, AND WELDS THAT I HAVE PERFORMED	
NAME _____	DATE _____
_____	_____
_____	_____
_____	_____
<hr/>	
AS-BUILTS ACCEPTED BY _____	DATE _____
POSTED BY _____	DATE _____
POSTING QC'D BY _____	DATE _____

ENT, I HAVE VISUALLY INSPECTED ALL HEATED FUSIONS, SOLVENT CEME	
MECHANICAL JOINTS, AND WELDS THAT I HAVE PERFORMED	
NAME _____	DATE _____
<hr/> <hr/> <hr/>	
CONSTRUCTION	
INSPECTOR _____	PERMIT INFORMATION
FOREMAN _____	CARSON CITY
REVIEWED BY	

W. R. NO.	ENGINEER/TECHNICIAN	NOEL SAMSON	PHONE	775-887-2807
3335600	ENGINEERING MANAGER	KURT CARLSON	PHONE	775-887-2814
ISOLATION AREA	PROJECT CONTACT	JAMIE HAAS	PHONE	775-881-8149
CA-21, CA-22	SHEET NO. 17 OF 17	SCALE: NTS	DATE	05/04/2018
MAOP	MOP	DWN. BY SUNRISE	CHKD. BY --	APPVD. BY --
520	520	TITLE		
LOCATION		2018 EXPANSION PROJECT		
T15N R20E		SEGMENT 2		
S15, 21, 22, 28				
ATLAS #/TILE #				
X174Y1606				
X160Y1600		CARSON LATERAL	MP CA-50.21 TO CA-51.78	TAX CODE:13-CRSCTY



APN # 008-391-15

Recording Requested By/Return To:
Paiute Pipeline Company
P.O. Box 1190
Carson City, Nevada 89701
Attn: TME3 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



A Subsidiary of Southwest Gas Corporation

TEMPORARY EASEMENT

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

Prepared By	TME3	Reviewed By	N/A		
Sec.	2	T 15 N	R 20 E	Meridian	Mount Diablo
County	Carson City	State	Nevada		
W.R. No.	3335623	W.O. No.	N/A		
I (We) CARSON CITY, a political subdivision of the State of Nevada					

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, does hereby grant, convey, quitclaim and release unto **PAIUTE PIPELINE COMPANY**, a Nevada Corporation, hereinafter referred to as Grantee, a temporary easement for the installation and maintenance of a natural gas pipeline or pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit: SEE ATTACHED EXHIBIT(s) "A", "B" and Addendum attached hereto and made a part of 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.

That said use of described temporary easement be restricted to a period of time not to exceed 6 months from the date of this instrument, or the completion of construction, whichever is the latter.

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.

This temporary easement shall be subject to all existing encumbrances.

Except as provided above, Grantee agrees to pay all direct damages which are caused by Grantee's exercise of the rights herein granted.

Form 335.08PP (09/2014) 581 - Microsoft Word

[Link to Form Instructions](#)

W.R. No. 3335623 W.O. No. N/A

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said temporary 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 Temporary Easement

this _____ day of _____, _____.

CARSON CITY

Grantor _____

Signature and Title

Grantor

Print Name and Title

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF)

On _____, before me, _____
(here insert name of the officer)

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)

EXHIBIT "A"

PAIUTE PIPELINE COMPANY TEMPORARY EASEMENT

APN: 008-391-15

Those portions of Section 2, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, more particularly described as follows:

TEMPORARY EASEMENT 1

Commencing at the East Quarter (E1/4) corner of said Section 2, thence South 00°09'04" West 1268.53 feet along the East line of said Section 2, thence North 89°50'57" West 1451.43 feet a perpendicular distance from said East line to a point on the Northerly line of a variable width Right of Way for Highway 50 according to Nevada Department of Transportation plans of official record, the corner of a BLM 50.00 feet wide Gas Pipeline Grant according to BLM Grant No. N-060169 and the POINT OF BEGINNING; thence South 61°49'38" West 46.10 feet along said Northerly Right of Way line, thence North 01°42'36" West 111.77 feet leaving said Northerly Right of Way line, thence North 61°47'13" East 96.83 feet to a corner on said BLM Grant, thence South 16°56'36" West 141.89 feet along a line of said BLM Grant to the POINT OF BEGINNING. Contains 7,151 square feet or 0.16 acres, more or less.

TEMPORARY EASEMENT 2

Commencing at the East Quarter (E1/4) corner of said Section 2, thence South 00°09'04" West 635.20 feet along the East line of said Section 2, thence North 89°50'56" West 276.37 feet a perpendicular distance from the East line of said Section 2 to a point on the Northerly line of a variable width Right of Way for Highway 50 according to Nevada Department of Transportation plans of said Carson City and the POINT OF BEGINNING; thence South 61°49'38" West 1264.00 feet along said Northerly Right of Way line to a corner on a BLM 50.00 feet wide Gas Pipeline Grant according to BLM Grant No. N-060169, thence North 16°56'36" East 88.05 feet leaving said Northerly Right of Way line and along a southerly line of said BLM Grant, thence North 62°30'21" East 446.23 feet along said southerly line of a BLM Grant; thence North 61°16'47" East 821.96 feet continuing along said southerly line of a BLM Grant to a point on said Northerly Right of Way line of Highway 50, thence South 17°37'00" West 92.79 feet along said Northerly Right of Way line to the POINT OF BEGINNING. Contains 76,284 square feet or 1.75 acres, more or less.

Continued on the next page...



Page 1 of 2



25 EAST 500 NORTH
FILLMORE, UTAH 84631
TEL 435.743.6151 • FAX 435.743.7900
www.sunrise-eng.com

EXHIBIT "A"

PAIUTE PIPELINE COMPANY TEMPORARY EASEMENT

APN: 008-391-15

Basis of Bearings: North 00°18'00" West between found 2013 BLM Brass Cap monuments at the East Quarter (E1/4) corner and the Northeast corner of Section 2, Township 15 North, Range 20 East, Mount Diablo Meridian, as shown on the survey of Section 1, Township 15 North, Range 20 East, Mount Diablo Meridian, accepted by the Surveyor General's Office on June 25, 2014, on file with the BLM.

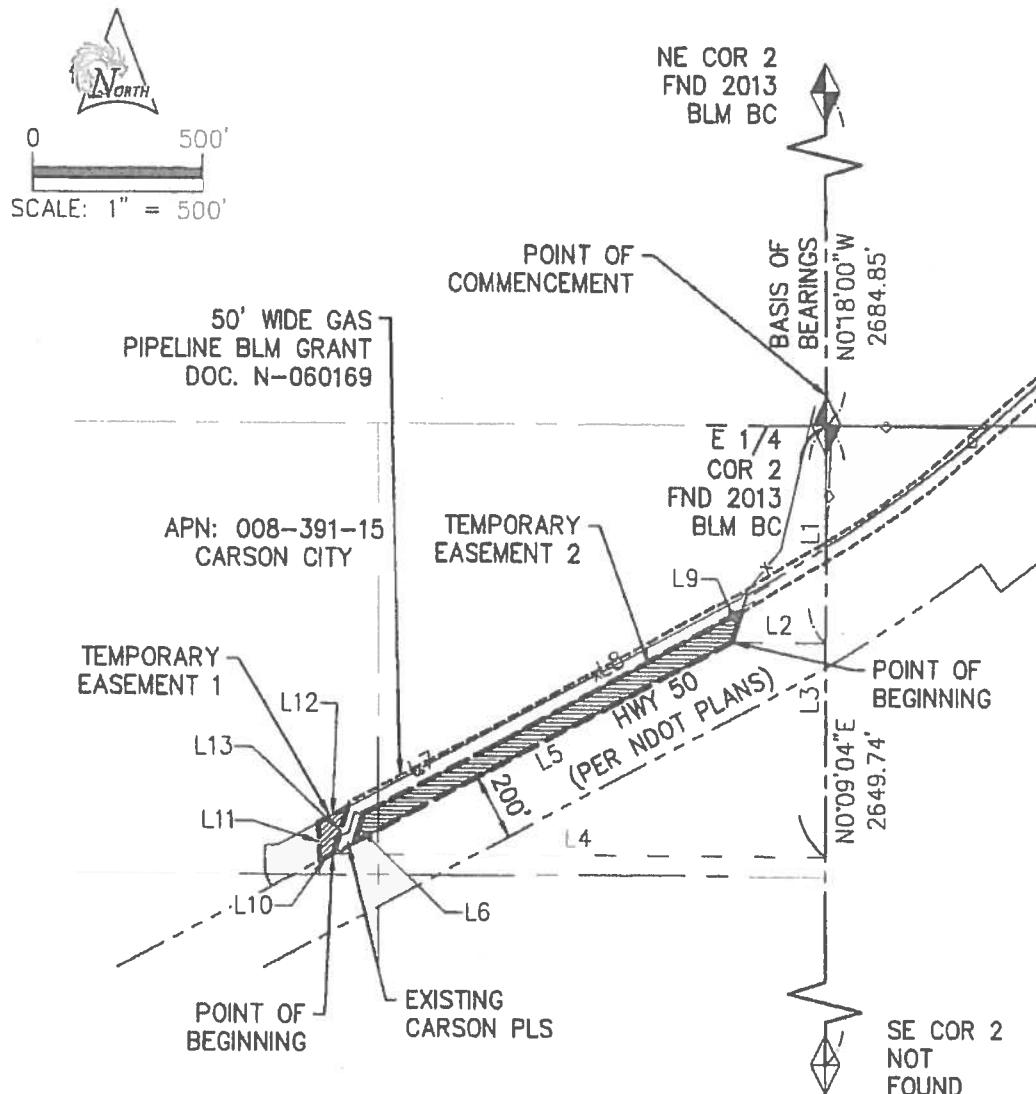
"The above described parcels of land are not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and/or local ordinance."



Page 2 of 2



25 EAST 500 NORTH
FILLMORE, UTAH 84631
TEL 435.743.6151 • FAX 435.743.7900
www.sunrise-eng.com



BASIS OF BEARINGS: N0018'00"W BETWEEN FOUND 2013 BLM BRASS CAP MONUMENTS AT THE EAST QUARTER (E1/4) CORNER AND THE NORTHEAST CORNER OF SECTION 2, T15N, R20E, MDM, AS SHOWN ON THE SURVEY OF SECTION 1, T15N, R20E, MDM, ACCEPTED BY THE SURVEYOR GENERAL'S OFFICE ON JUNE 25, 2014, ON FILE WITH THE BLM

PAIUTE PIPELINE COMPANY A Subsidiary of Southwest Gas Corporation						EXHIBIT "B"
CARSON CITY, APN: 008-391-15						SUNRISE ENGINEERING
SE 1/4, SEC 2, T15N, R20E, MDM						
CARSON CITY, NEVADA						
SEI NO.:	SURVEYED:	DRAWN:	CHECKED:	DATE:	SHEET NO.:	25 EAST 500 NORTH FILLMORE, UTAH 84631 TEL 435.743.6151 • FAX 435.743.7900 www.sunrise-eng.com
05707	K.B.B.	K.B.B.	D.J.R.	4/14/17	1 of 2	

U:\Arcadia\PaiutePipeline\LDE\DWG\SEGMENT 3\3-B STAGING AREA 3-1.dwg Apr 14, 2017 11 21am drabinen

Line Table		
Line #	Direction	Length
L1	S0°09'04"W	635.20'
L2	N89°50'56"W	276.37'
L3	S0°09'04"W	1268.53'
L4	N89°50'57"W	1451.43'
L5	S61°49'38"W	1264.00'
L6	N16°56'36"E	88.05'
L7	N62°30'21"E	446.23'
L8	N61°16'47"E	821.96'
L9	S17°37'00"W	92.79'
L10	S61°49'38"W	46.10'
L11	N1°42'36"W	111.77'
L12	N61°47'13"E	96.83'
L13	S16°56'36"W	141.89'

PAIUTE PIPELINE <small>COMPANY</small> <small>A Subsidiary of Southeast Gas Corporation</small>						EXHIBIT "B"	
CARSON CITY, APN: 008-391-15						 SUNRISE <small>ENGINEERING</small>	
SE 1/4, SEC 2, T15N, R20E, MDM							
CARSON CITY, NEVADA							
SET NO.:	SURVEYED:	DRAWN:	CHECKED:	DATE:	SHEET NO.:		
05707	K.B.B.	K.B.B.	D.J.R.	4/14/17	2 of 2		
<small>U:\Arcadia\PaiutePipeline\LOE\DWG\SEGMENT 3\3 8 STAGING AREA 3-1.dwg Apr 14, 2017 11 21am drabinson</small>							
<small>25 EAST 500 NORTH FILLMORE, UTAH 84631 TEL 435.743.6151 • FAX 435.743.7900 www.sunrise-eng.com</small>							

Addendum
PAIUTE PIPELINE COMPANY
GRANT OF TEMPORARY EASEMENT
APN 008-391-15

This Addendum is attached to and made a part of the Temporary Easement (“TE”) between the Consolidated Municipality of Carson City, State of Nevada (as “Grantor”), and Paiute Pipeline Company (As “Grantee”), and governs in the event of conflict.

1. To the extent consistent with applicable law, Grantee shall indemnify and hold harmless Grantor, including Grantor’s Board of Supervisors of Carson City, Nevada, and employees thereof, from any and all suits, claims, damages, and judgments ensuing from injury or death to persons and property due to the construction of said natural gas pipelines and related appurtenances performed by Grantee within the subject Temporary Easement area; all to the extent and in proportion that Grantee is determined to be at fault by a court of competent jurisdiction, or by settlement. If the City decides to participate in any matter in which Grantee has agreed to defend the Grantor, the cost of such participation shall be solely that of Grantor and not subject to this provision of this Temporary Easement and Addendum. Nothing in this provision shall require Grantee to indemnify or defend Grantor from any suits, claims, damages, loss, cost, expense or judgments arising from the negligence or willful misconduct of Grantor, or that of Grantor’s officers, officials, employees, contractors, subcontractors, representatives or agents; or third parties not under Grantee’s direction and control.

2. All other provisions of the TE remain as written.

The duly-authorized representatives of the Parties have executed this Addendum, to be effective as of the effective date of the GOE.

“GRANTEE”
Paiute Pipeline Company,
a Nevada corporation

By: _____

Title: _____

Printed Name: _____

Date: _____

“GRANTOR”
Carson City,
a Nevada municipal corporation

By: _____

Title: _____

Printed Name: _____

Date: _____