



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed non-exclusive utility and access easement ("Easement") from Carson City to Southwest Gas Corporation ("SW Gas") for existing natural gas pipeline and appurtenances ("Gas Lines") located on Carson City land with Assessor Parcel Number 010-031-04 and commonly known as the Carson City Corporate Yard ("Property"). (Robert Nellis, RNellis@carson.org; Randall Rice, RRice@carson.org).

Staff Summary: There are existing Gas Lines on the Property delivering natural gas to a number of City facilities. The Easement grants SW Gas the right to access and work on Gas Lines within the Property. The Easement is being granted to SW Gas at no cost since the Gas Lines provide City facilities with access to natural gas.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve, and authorize the Mayor to sign, the Easement as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

None

Background/Issues & Analysis

The Gas Lines were installed by SW Gas for the sole purpose of serving the Property. SW Gas requested the Easement from the City to formalize the location of the Gas Lines and access terms. The City had the location of the Gas Lines surveyed and is granting a 10-foot wide easement to allow SW Gas to access and maintain the Gas Lines.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.270

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: This easement is being granted to SW Gas at no cost.

Alternatives

Do not approve the grant of easement and/or provide alternate direction to staff.

Attachments:

[SWG Easement - Corporate Yard.docx](#)

[SWG Legal Description_Corporate Yard.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

APN 010-031-04

AFTER RECORDING RETURN TO:

CARSON CITY PUBLIC WORKS

Attn: Real Property Manager
3505 Butti Way
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (N.R.S. 239B.030)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____ 2022, by CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada (Grantor), and SOUTHWEST GAS CORPORATION, a California Corporation (Grantee).

WITNESSETH:

The Grantor does hereby grant and convey a perpetual, permanent, and non-exclusive utility and access easement unto Grantee, its successors, assigns, licensees, and invitees, for ingress, egress, construction, installation, maintenance, operation, repair, removal, or replacement of natural gas pipeline or pipelines and appurtenances ("Facilities") upon, under, over, and across a strip of land more particularly described in the attached Exhibit 'A' and depicted on the attached Exhibits 'B' and 'C' ("Easement Area"), each of which are incorporated herein.

The Grantor hereby covenants for the benefit of the Grantee that no building, structure, or other permanent improvement, or fences or trees will be constructed or placed within the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld. Grantor retains for its benefit, the right to construct utility improvements, or to grant access and utility easements to other utility companies, within the Easement Area with prior written notice to the Grantee, and subject to the condition that any future utility construction shall maintain any legally or operationally required separations and offsets from Grantee's Facilities. Grantor also retains for its benefit, the right to maintain, use, and otherwise enjoy the Easement Area for Grantor's own purposes, provided that no use will interfere with the Grantee's rights and stated purpose herein of the Easement Area.

The Grantee, for itself and on behalf of its agents, employees, contractors, licensees, permittees, and invitees, agrees to work with due care in the exercise of the easement rights described herein and to restore the Easement Area (or any other Grantor property disturbed or damaged during the exercise of the easement rights) to reasonably the same condition which existed before the work was performed. The Grantee and its agents, employees, contractors, licensees, permittees, and invitees will meet applicable revegetation requirements, including any

re-seeding. City shall review and approve the scope of work for revegetation, including seed mix, application method, and timing prior to Grantee conducting revegetation activities. Upon abandoning this easement, Grantee shall restore the Easement Area to its original state, including any revegetation or re-seeding.

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

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors, assigns, tenants, and personal representatives of the parties hereto.

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

Grantor:

Grantee:

**CARSON CITY, NEVADA,
a Consolidated Municipality**

**SOUTHWEST GAS CORPORATION,
a California Corporation**

REVIEWED AND RECOMMENDED BY:

Randall Rice, City Engineer

By:

APPROVED FOR LEGALITY AND FORM:

Its:

STATE OF _____)

Deputy District Attorney

COUNTY OF _____)

APPROVED:

This instrument was acknowledged before me on this _____ day of _____ 20____ by _____.

Lori Bagwell, Mayor

Notary Public

ATTEST:

Aubrey Rowlatt, Clerk-Recorder

EXHIBIT "A"
SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

A.P.N. 010-031-04

All that certain real property situate within a portion of Section 15, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, being a portion of Parcel of land as described in deed recorded in the official records of Carson City, Nevada in Book 89 of Deeds at Page 158 as document number 34996, on September 13, 1960, being more particularly described as follows:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of the following described centerline;

EASEMENT LINE 1

BEGINNING at a point on the east line of Airport Road whence the West Quarter Section Corner of Section 15, monumented with a 3 inch Brass Cap stamped RE 314, bears South 52°38'06" West, 262.55 feet distant;

THENCE from said point of beginning and along the centerline of Easement Line 1, South 83°04'23" East, 96.51 feet to a point hereinafter referred to as **POB-2**;

THENCE from said POB-2, the following five (5) courses:

- 1) North 46°20'33" East, 47.26 feet;
- 2) North 24°29'24" East, 166.62 feet;
- 3) North 11°14'21" East, 106.11 feet;
- 4) North 00°50'27" East, 207.07 feet;
- 5) North 89°32'18" East, 153.87 feet to the **POINT OF TERMINATION** of the herein described centerline.

EASEMENT LINE 2

A strip of land, 10.00 feet in width, laying 5.00 feet on each side of the following described centerline;

BEGINNING at the aforementioned **POB-2**;

THENCE from said POB-2, the following eight (8) courses:

- 1) South 72°15'14" East, 37.23 feet;
- 2) South 81°33'17" East, 168.66 feet;
- 3) North 88°26'17" East, 162.52 feet;
- 4) North 63°31'23" East, 20.37 feet;
- 5) North 88°15'34" East, 60.25 feet;
- 6) North 02°12'43" East, 93.02 feet;
- 7) North 12°27'09" East, 97.58 feet;
- 8) North 00°56'25" East, 68.26 feet to the **POINT OF TERMINATION** of the herein described centerline.

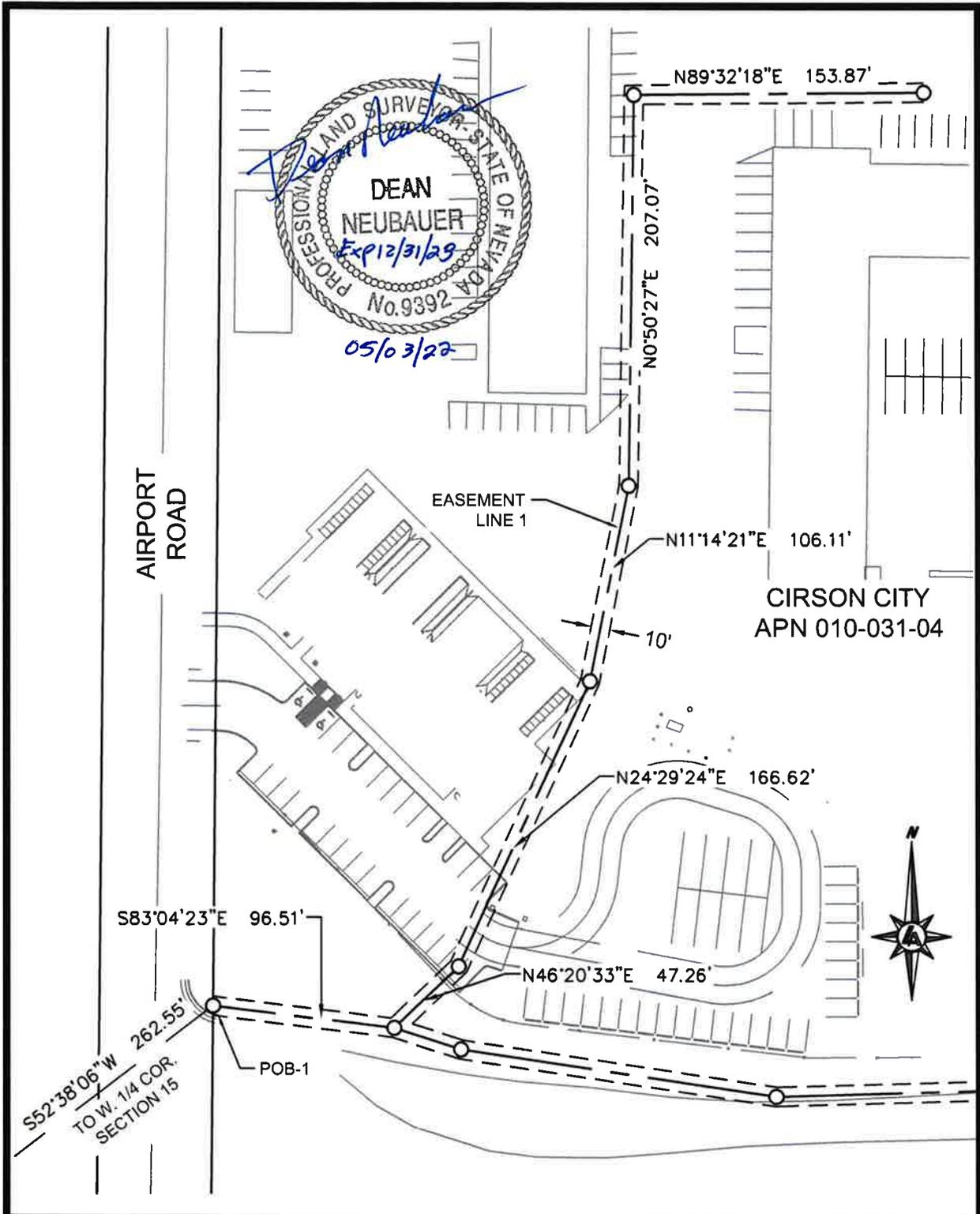
The sidelines of the herein described centerline to be lengthened or shortened so as to intersect at all angle points.

The **BASIS OF BEARINGS** for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.0002.

Refer to Exhibit "B" & Exhibit "C" attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
Dean Neubauer, PLS 9392
308 North Curry St., Ste. 200
Carson City, NV 89703
JN 10255.001



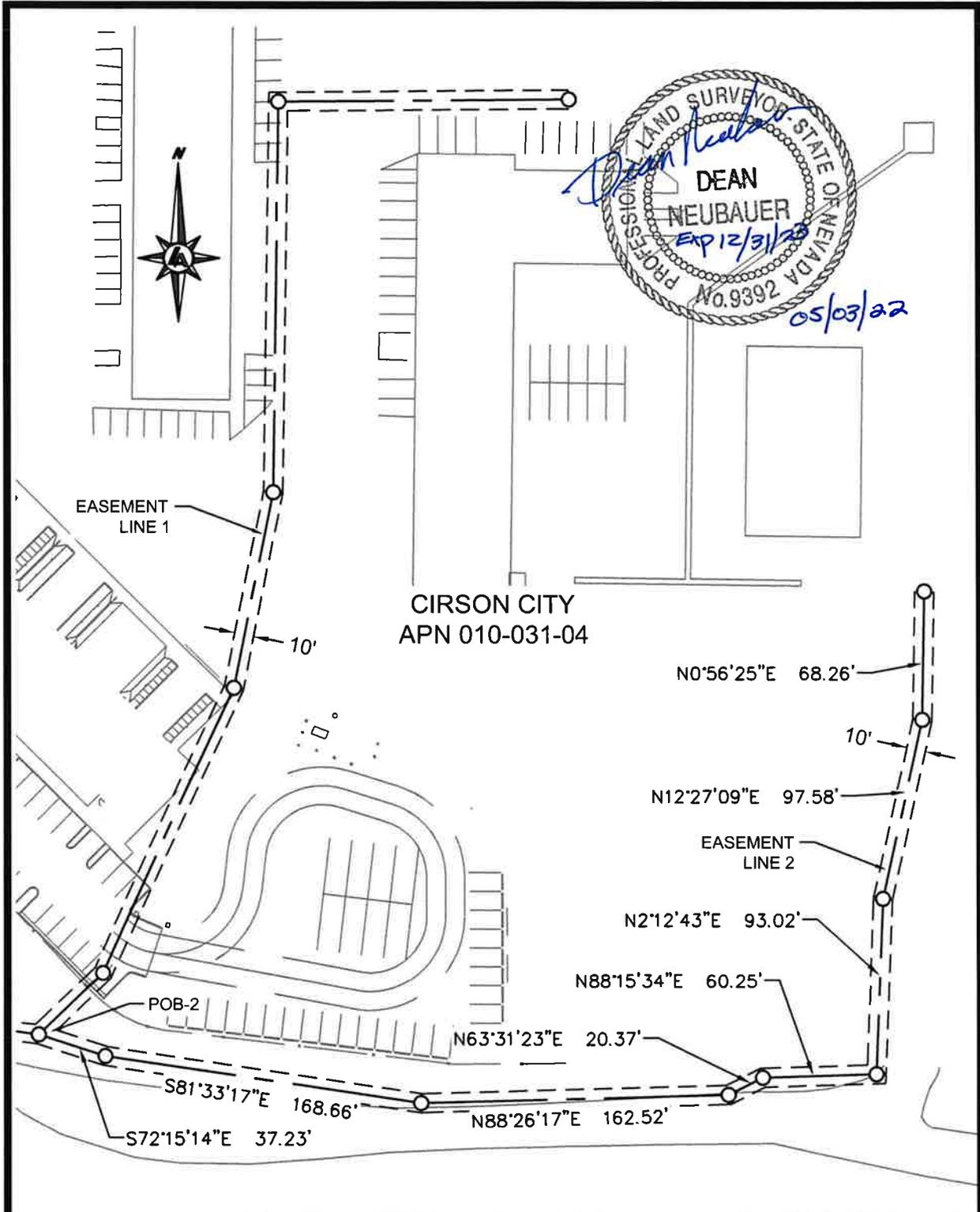


DEAN NEUBAUER
 PROFESSIONAL SURVEYOR - STATE OF NEVADA
 No. 9392
 Exp 12/31/29
 05/03/22

LUMOS
 & ASSOCIATES
 308 N. CURRY ST.,
 SUITE 200
 CARSON CITY, NV 89703
 TEL (775) 883-7077

EXHIBIT "B"
GAS LINE EASEMENT 1
APN 010-031-04
PORTION OF SEC. 15, T15N, R20E, MDM
CARSON CITY NEVADA

Date: 05/2022
 Scale: 1" = 80'
 Job No: 10255.0014



LUMOS
 & ASSOCIATES

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EXHIBIT "C"
GAS LINE EASEMENT 2
APN 010-031-04
PORTION OF SEC. 15, T15N, R20E, MDM
CARSON CITY NEVADA

Date: 05/2022
 Scale: 1" = 80'
 Job No: 10255.0014