



CCAA BOARD MEMO

Agenda Item: G-3

BOARD MEMO 2024-22

Meeting Date: October 16, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED GRANT OF UTILITY EASEMENT (“EASEMENT”) FROM CARSON CITY TO SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY (“NV ENERGY”) TO BUILD AND MAINTAIN ELECTRIC UTILITY INFRASTRUCTURE ON PORTIONS OF ASSESSOR PARCEL NUMBERS (“APN”) 05-011-09, 005-021-14, 005-021-16, AND 005-021-17 AT THE CARSON CITY AIRPORT (“AIRPORT”).

Staff Summary: NV Energy is requiring a duly executed easement from the city before providing utility improvements needed for certain development undertaken by an airport tenant, Arrowhead Tenant, LLC. The project had previously been approved by the Authority. The terms and location are consistent with that approval. Staff recommends approval for the utility easement.

Agenda Action: Formal Action/Motion

Time Requested 0 Minutes

Proposed Motion

I move to grant the utility easement to build and maintain electric utility infrastructure.

CCAA’S Strategic Goal

Support economic activity in the region and maintain airport infrastructure in top condition.

Previous Action

November 16, 2022 (Item H-2) – CCAA approved the ground lease to Arrowhead Tenant, LLC for the development of aircraft storage hangars

Executive Summary

N/A

Recommendation:

Grant the utility easement

Financial Information

Is there a fiscal impact?

No Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

Alternatives

Do not grant the utility easement as presented and suggest changes.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN(s): 005-011-09; 005-021-14; 005-021-15; 005-021-16; 005-021-17

WHEN RECORDED MAIL TO:

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Carson City, a consolidated municipality and political subdivision of the State of Nevada, (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 of this document and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee and Grantor must document Grantee’s consent by both signing

APN(s): 005-011-09; 005-021-14; 005-021-15; 005-021-16; 005-021-17

RW# 1185-2023

Proj. # 3010785852

Project Name: E-2600 E COLLEGE PARKWAY-FP-COMM-E-ARROWHEAD TENANT LLC

GOE_DIST (Rev. 8/2016)

Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

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GOE_DIST (Rev. 8/2016)



W.O. 3010785852

Carson City Airport Authority

APN: 005-011-09 &

005-021-14 thru 17

EXHIBIT "A"

EASEMENT

A portion of the East half of Section 4, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; situated within that Parcel of land described as Lease Parcel Hangar A, Lease Parcel Hangar B, Lease Parcel Hangar C, and Bravo Lease, on the Record of Survey for Bravo Legal Lease Parcels, recorded as File Number 537177 on December 09, 2022; together with Parcel 1 on the Parcel Map for Carson City PM -2023-0394, recorded as File Number 547882 on June 26, 2024, Official Records of Carson City, Nevada.

An easement, 15.00 feet in width, lying 7.50 feet on each side of the following described centerlines:

CENTERLINE "A"

Commencing at the Southeast Corner of said Lease Parcel Hangar A;

THENCE North 39°54'16" West, 50.45 feet to the **POINT OF BEGINNING** ;

THENCE North 03°57'31" East, 84.38 feet,

THENCE North 01°04'42" East, 104.09 feet,

THENCE North 0°31'04" East, 161.40 feet to a point hereinafter referred to as **POINT "A"**,

THENCE North 89°23'16" West, 185.12 feet,

THENCE South 88°31'32" West, 164.70 feet to the **terminus of CENTERLINE "A"**.



CENTERLINE "B"

BEGINNING at the aforementioned POINT "A",

THENCE South 89°23'16" East, 28.65 feet to the east line of said Bravo Lease and the terminus of "CENTERLINE "B" and this description.

The sidelines of said easement are to be extended or truncated as to terminate on the east line of the Grantor.

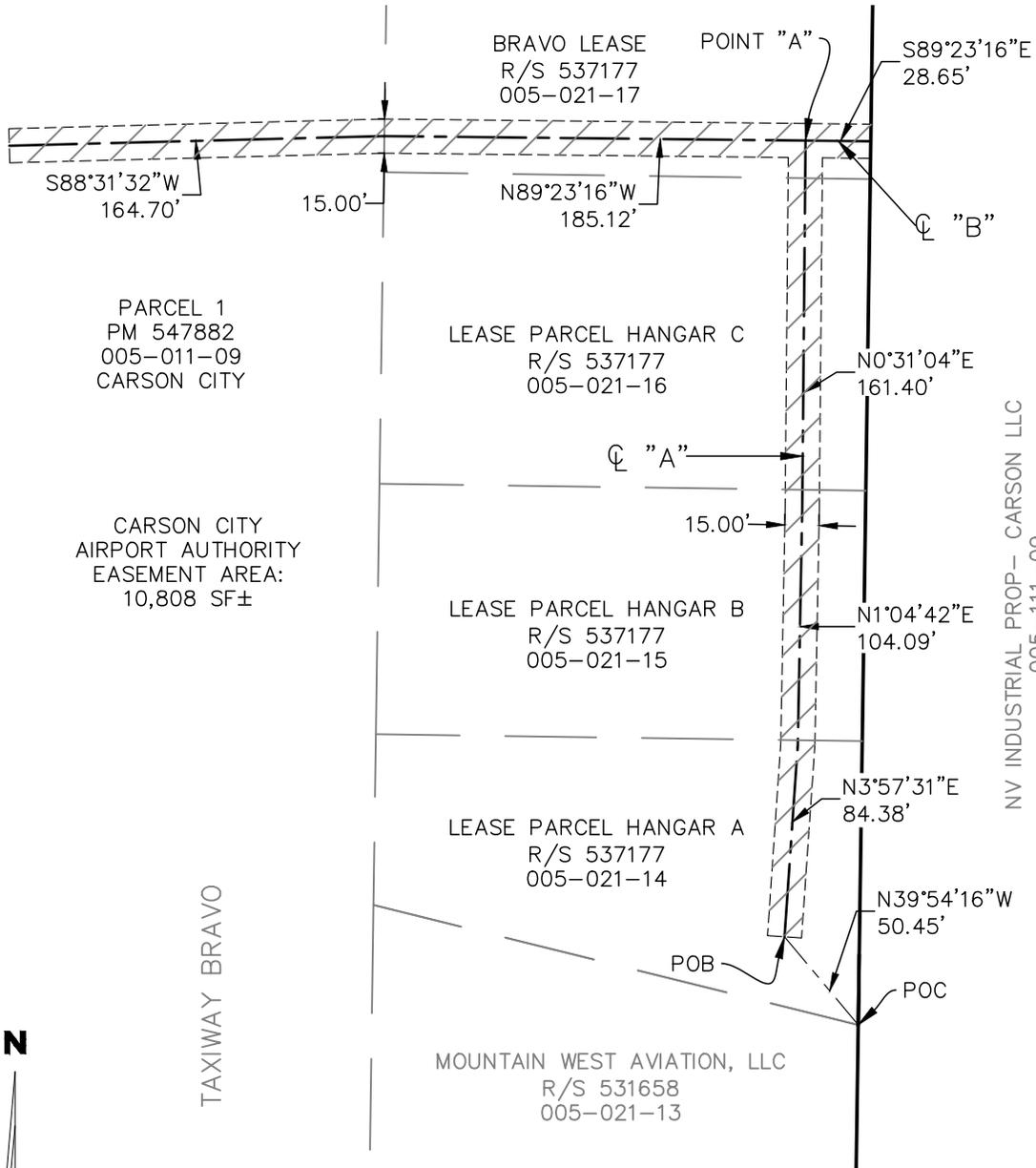
Said Easements contain a combined 10,808 square feet of land more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey.

Prepared by Ethan W. Hoops

EXHIBIT A-1



SCALE: 1" = 80'

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	6100 NEIL RD. RENO, NV 89511 775-834-4011	
	EXHIBIT MAP EASEMENT CARSON CITY AIRPORT AUTHORITY APN: 005-011-09 & 005-021-14 THRU 17 SECT. 4, T. 15 N., R. 20 E., M.D.M. CARSON CITY NEVADA	
9/23/2024	1	OF 1