

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
General Manager

FROM: Joseph J Pomroy, P.E.
Director of Public Works

Michael Lefrancois, P.E.
Senior Engineer

SUBJECT: Grant of Easement to NV Energy on District Property APN: 131-240-02 for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems

DATE: July 16, 2020

I. RECOMMENDATION

Staff recommends that the Board of Trustees makes a motion to:

1. Approve Grant of Easement to NV Energy on District Property APN: 131-240-02 for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems.
2. Authorize Staff to execute the easement documents upon review by District Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

III. BACKGROUND

NV Energy is requesting the District grant an easement on District Parcel APN 131-240-02, an 80-acre parcel that hosts a portion of the Championship Golf Course, located in Incline Village, in the area of Chip Court. The estimated easement area is 224 square feet for the installation of new residential service including overhead cables. The existing service is in a similar configuration but hung from a tree so the proposed improvement will include a new pole and result in a safer installation. The easement is adjacent to Chip Court and does not impact District use of the parcel.

The District and NV Energy followed the notification requirements in Resolution 1475, A Resolution Establishing Policy for the Granting of Easements Across District Property, that requires written notice be given to owners of property within three hundred (300) feet of the District property at least thirty (30) days prior to the date the request will be considered. NV Energy mailed out notices in June. The easement document, notification letter, notification map and Resolution 1475 are included as attachments.

IV. FINANCIAL IMPACT AND BUDGET

NV Energy will be required to prepare and record all easement documents. NV Energy is responsible for construction of all improvements. There is no financial impact to the District.

V. ALTERNATIVES

No alternatives provided. The District works cooperatively with public agencies and utility companies to provide necessary easements and encroachments to facilitate providing public services to the community.

VI. COMMENTS

Providing NV Energy access to maintain this infrastructure is beneficial to the communities of Incline Village and Crystal Bay as well as the Incline Village General Improvement District as it helps ensure the reliable delivery of utility service.

This item has been placed on the Consent Calendar because it is a routine matter and follows Resolution 1475.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

APN(s): 131-240-02

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

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

GRANT OF EASEMENT

Incline Village General Improvement District, (“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 aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, 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 above 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.

APN(s): 131-240-02
RW# RW-0518-2020
Proj. # 3005789245
Project Name: E-986 CHIP CT – SO – WOODBRIDGE CONSTRUCTION
GOE (Rev. 2017)

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, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing 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 (Rev. 2017)

GRANTOR:

Incline Village General Improvement District

SIGNATURE

By: _____

PRINT NAME

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020 by _____ as

_____ of Incline Village General Improvement District.

Signature of Notarial Officer

Notary Seal Area →

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GOE (Rev. 2017)



W.O. 3005789245

Incline Village General Improvement District

APN: 131-240-02

EXHIBIT "A"
EASEMENT

A portion of the Southwest quarter of Section 14, Township 16 North, Range 18 East, M.D.M., Washoe County, Nevada; situated within that Parcel of land described in the Grant, Bargain, Sale Deed, recorded as File Number 1626864 on December 1, 1992, Official Records of Washoe County, Nevada, more particularly described as:

An easement being the northerly 22 feet of the 10 foot walkway between Lot 40 and Lot 41 as shown on the Official Plat of Fairway Estates No. 1, Tract Map 840, recorded as File Number 390025 on July 29, 1963, Official Records of Washoe County, Nevada.

Said Easement contains 224 square feet more or less.

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

Prepared by Leland Johnson, P.L.S.

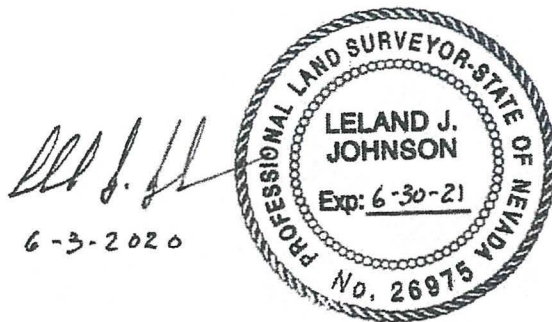
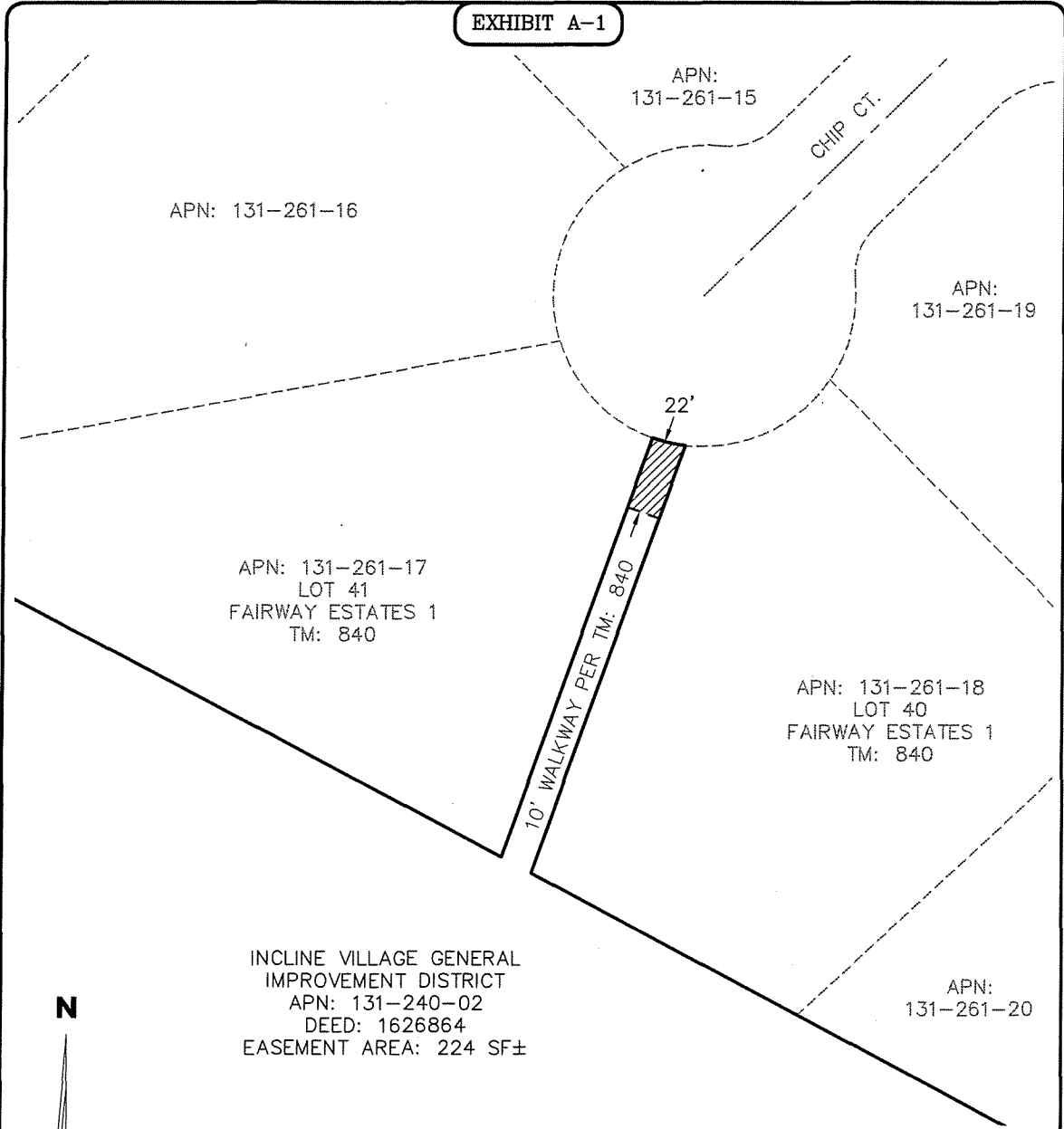


EXHIBIT A-1



APN: 131-261-16

APN:
131-261-15

CHIP CT.

APN:
131-261-19

22'

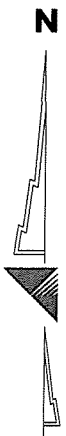
APN: 131-261-17
LOT 41
FAIRWAY ESTATES 1
TM: 840


10' WALKWAY PER TM: 840

APN: 131-261-18
LOT 40
FAIRWAY ESTATES 1
TM: 840

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT
APN: 131-240-02
DEED: 1626864
EASEMENT AREA: 224 SF±

APN:
131-261-20



	6100 NEIL RD. RENO, NV 89511 775-834-4011
	EXHIBIT MAP EASEMENT INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT APN: 131-240-02

T. 16 N., R. 18 E. SECT. 14 M.D.M.
 INCLINE VILLAGE NEVADA

SCALE: 1" = 50'
 C:\Users\j25679\Desktop\3005789245 - 986 Chip Ct\
 3005789245 - 986 Chip Ct.dwg xj25679>
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6/3/2020	1 OF 1
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NOTIFIED PARCEL (TYPICAL)

IVGID - APN 131-240-02

EASEMENT REQUEST ADJACENT TO 986 CHIP CT.

300 FOOT NOTIFICATION BUFFER



June 26, 2020

RE:

Incline Village General Improvement Dist.

Washoe County APN: 13124002

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 955 Fairway Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.

RESOLUTION NO. 1475

A RESOLUTION ESTABLISHING POLICY FOR
THE GRANTING OF EASEMENTS ACROSS
DISTRICT PROPERTY

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

WHEREAS, at their regular meeting of August 9, 1984,
the Board of Trustees of the Incline Village General
Improvement District discussed and, by motion, adopted a
policy for the granting of easements across District
property;

KOW, THEREFORE, IT IS HEREBY ORDERED as follows:

The "Policy for Easements Across Property Owned by the
Incline Village General Improvement District" attached here-
to as Exhibit A, is adopted as Policy and Procedure Resolu-
tion No. 103.

* * * * *

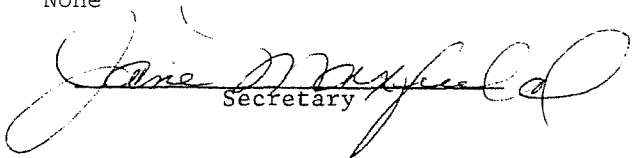
I hereby certify that the foregoing is a full, true and
correct copy of a resolution duly passed and adopted at a
regularly held meeting of the Board of Trustees of the
Incline Village General Improvement District on the 30th day
of August, 1984, by the following vote:

AYES, and in favor thereof, Trustees:

Syd Brosten, Tom Duggan, Bob Jones, Jane Maxfield,
Bob Wolf

NOES, Trustees: None

ABSENT, Trustees: None


Secretary

POLICY FOR EASEMENTS
ACROSS PROPERTY OWNED BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

1. The process should be initiated by a letter request of the property owner, detailing the following:
 - (a) Complete legal description of the easement, accompanied by a plat map with a sketch of the easement. If public utilities are located within or adjacent to the easement, or, in the opinion of the General Manager, other property characteristics make a survey desirable, a certified survey shall also be furnished by the property owners.
 - (b) Description of the applicant's property to be benefited, together with a plat map.
 - (c) Specific reasons for the request.
 - (d) Whether the easement will be exclusive or non-exclusive.
 - (e) Estimate of the market value of the easement.
2. The letter application must be accompanied by a non-refundable application fee in the amount of One Hundred Dollars (\$100.00) to cover the administrative processing cost. The applicant also must agree to reimburse IVGID for the District's out-of-pocket expenses for surveys, title research and attorney fees in relation to the easement.
3. Written notice of the Board's intention to consider a request for easement must be given to owners of property within three hundred (300) feet of the affected District property at least thirty (30) days prior to the date the request will be considered.
4. The District staff will evaluate each request on a case-by-case basis to make a recommendation to the Board. All costs of any survey, engineering, or improvements to the easement shall be borne by the applicant.
5. If the requested easement requires improvements, plans for the improvements shall be attached to the easement application and a performance bond must be provided upon execution of the easement document to ensure completion. If the easement requires maintenance, a covenant must be included in the easement document binding applicant and his successors to perform such maintenance.
6. The easement document will provide for insurance, maintenance and other items that may be recommended by staff based on a case-by-case review.
7. Once executed, the easement document will be recorded by the property owner and a copy of the recorded document furnished to IVGID.
8. The granting of any easement will be completely discretionary with the Board. Board actions shall not constitute a precedent. In general, the Board will not grant *nn* easement that may interfere with the present or future operations of the District. In considering an application

for easement, the Board shall consider the property owner's need for the easement, impact upon District operations, future plans for the property, the degree to which the easement restricts future use of the property, environmental matters, safety matters, impact upon adjacent properties and the surrounding neighborhood, and other matters the Board deems pertinent and appropriate.

9. If there is a benefit to the District because of easement improvements or other mitigation measures, the staff and Board will consider this in setting a price for the easement. The price set for the easement will also be determined in relation to the value added to the property (No. 1(e) above) as well as any detriment to the District.
10. The General Manager may require an appraisal of any proposed easement, if in his judgement the market value of the easement is not clear and the easement may be sufficiently valuable to warrant the expense of an appraisal. If an appraisal is required by IVGID, all expenses pertaining thereto shall be paid for by the property owner.
11. If improvements within the easement require permits from any local, regional, state or federal agency, or if the easement is associated with any project which otherwise requires such permits, and all such permits have not been obtained, the easement shall expire in one year or at other such time stated in the easement, if all such permits are not obtained by such time by the property owner.

EASEMENT REQUEST

Applicant: _____

Address: _____

Phone: _____

Date: _____

Check List for Required Backup to Request

1. Letter detailing:
 - (a) Legal description of easement & plat map with sketch of the easement _____
 - (b) Description of property to be benefited & plat map _____
 - (c) Reasons for request _____
 - (d) Whether easement will be exclusive or non-exclusive _____
 - (e) Estimate of market value of easement _____
2. Has the \$100.00 non-refundable application fee been paid? _____
3. Agreement to reimburse IVGID for out-of-pocket expenses (surveys, title research, attorney fees) _____
4. Have property owners within 300 feet of District property been notified? _____
5. Plans for improvements, if the requested easement requires improvements _____
6. Staff recommendation _____