



WASHOE COUNTY

Integrity Communication Service
www.washoecounty.us

CM/ACM _____
Finance KG
DA ML
Risk Mgt. CH
Comptroller CH

STAFF REPORT

BOARD MEETING DATE: January 24, 2017

DATE: December 22, 2016
TO: Board of County Commissioners
FROM: Dennis Troy, Park Planner
Community Services Department, 328-2059, dtroy@washoecounty.us
THROUGH: David Solaro, Community Services Director
Community Services Department, 328-.3624, dsolaro@washoecounty.us
SUBJECT: Approve an Easement Deed Grant of Easement between Washoe County and Maria Hogencamp Tanghe for a permanent non-exclusive easement and right-of-way for ingress, egress, public and private utilities totaling 26,400 square feet on APN 066-070-05. (Commission District 5.)

SUMMARY

Washoe County, through its Community Services Department (CSD), owns and manages a 40-acre parcel [APN 066-070-05] approximately 28 miles northwest of Gerlach. If approved, this item would authorize a permanent easement [totaling 26,400 square feet] over a County owned parcel and provide Maria Hogencamp Tanghe legal access to a land locked parcel she owns.

Washoe County Strategic Objective supported by this item: Stewardship of our Community.

PREVIOUS ACTION

There is no previous action regarding the subject property.

BACKGROUND

Property Acquisition: In 2014 Washoe County Regional Parks and Open Space acquired the subject 40-acre parcel from the Washoe County Treasurer. The parcel was a tax delinquent parcel that reverted to the Treasurer's office. Washoe County Regional Parks and Open Space has no plans to develop this site.

Applicant Proposal: The applicant's representative submitted an easement application to Washoe County in September 2016 requesting a non-exclusive easement for ingress/egress and public utilities easements on Washoe County Regional Parks and Open Space property. The applicant's parcel is landlocked and they currently have no legal access to the property. The request is for a 20-foot easement on the westernmost property line. The easement would align with an existing 20-foot easement on the parcel to the south.

Process and Review: After initial review by CSD staff, it was determined that the request was compliant with the approved Washoe County Parkland Easement Policy and did not conflict with existing deed restrictions. Staff has determined through a cost benefit analysis that going through the entire Parkland Easement Policy would have a negative fiscal impact to staff given the valuation of the property, its location and potential impacts to adjacent properties.

Staff Evaluation

Since there will be minimal impacts to the property or the surrounding parcels, staff is not recommending any mitigation in addition to the possible revegetation post utility or access road construction.

FISCAL IMPACT

Should the easements be approved, recording, and future construction, maintenance, revegetation costs and mitigation associated with any road/utility projects will be the responsibility of the applicant. The applicant will be responsible for any recording fees associated with the recordation of the easement.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Easement Deed Grant of Easement between Washoe County and Maria Hogencamp Tanghe for a permanent non-exclusive easement and right-of-way for ingress, egress, public and private utilities totaling 26,400 square feet on APN 066-070-05.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:
"Move to approve an Easement Deed Grant of Easement between Washoe County and Maria Hogencamp Tanghe for a permanent non-exclusive easement and right-of-way for ingress, egress, public and private utilities totaling 26,400 square feet on APN 066-070-05."

A.P.N: #066-070-05

After Recordation Return To:

Timothy Lambdin
4990 Vista Blvd.
Sparks, NV 89436

**EASEMENT DEED
GRANT OF EASEMENT**

THIS GRANT OF ACCESS AND UTILITY EASEMENT ("Deed") is entered into this ___ day of _____, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Grantor") and Maria Hogencamp Tanghe, an individual ("Grantee"),

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, currently Assessor's Parcel No. 066-070-05; and

WHEREAS, Grantee owns real property due north of Assessor's Parcel No. 066-070-05 which is currently a landlocked parcel; and

WHEREAS, Grantor has agreed to convey one permanent non-exclusive easement and right-of-way for ingress, egress, public and private utilities over, under and through a portion of Grantor's Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right-of-way for ingress, egress, public and private utilities over, under and through the West 20 feet of The Northeast Quarter of the Southeast Quarter of Section 28, Township 36N, Range 20 E, M.D.B.M., herein by reference together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair roadways or utilities.

2. Easement Access. Grantee shall have at all times ingress and egress to the Easement Property for the purposes set forth above.

3. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor owns Grantor's Property and there are no prior encumbrances or liens running with the

Grantor's Property which will frustrate or make impossible Grantee's enjoyment of the Easement Property. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant to this Agreement. The person signing this Deed and other instruments required under this Deed on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantee acknowledges that the Grantor owns and operates the County Property subject to certain Deed Restrictions and covenants, and that use of the Easement Property does not interfere with the restrictions placed on the County Property and shall not interfere with the Deed Restrictions at any future time.

4. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold Grantor harmless from any loss, damage or injury suffered or sustained by Grantor or third parties for any injury or damage caused by any act or omission of Grantee in its use of the Easement Property.

5. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 5.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Easement Property and to use the surface area of the Easement Property for parks and recreation purposes and uses by the general public; (ii) the non-exclusive right to construct, operate, inspect, repair and maintain utilities or equipment within the Easement Property. Grantor reserves the right to make reasonable improvements to Easement Property for public recreation purposes.

5.1 No Unreasonable Interference. Grantee shall not erect any buildings or structures on the Easement Property or otherwise use the Easement Property in a manner that places an unreasonable burden on or unreasonably interferes with Washoe County's full use and enjoyment and the rights granted herein.

6. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs, including attorney fees, incurred by the injured party as a result of either party's breach of any covenant set forth herein.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GRANTOR

WASHOE COUNTY, a political subdivision
of the State of Nevada

By: _____

Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2017, _____ personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

Notary Public

GRANTEE

Maria Hogencamp Tanghe,

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, Maria Hogencamp Tanghe personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

Notary Public