

(Rev 12/02/13)

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

RESOLUTION 2014- 5

A RESOLUTION DECLARING THE INTENTION OF THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY TO SELL AND LEASE CERTAIN INTERESTS IN REAL PROPERTY LOCATED AT 5305 MILL STREET TO THE NEVADA DEPARTMENT OF TRANSPORTATION FOR A PERMANENT EASEMENT AND RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION OF THE SOUTHEAST MCCARRAN BOULEVARD PROJECT, PHASE II.

WHEREAS:

A. The Truckee River Flood Management Authority (**Authority**) was created by the Interlocal Cooperative Agreement (Truckee River Flood Management Project) between Washoe County, the City of Reno, the City of Sparks, and the Authority dated as of March 11, 2011 (**ICA**) to manage, operate and control the Truckee River Flood Management Project (**Flood Project**) in accordance with the conferred functions and delegated powers stated therein; and

B. Certain real property was purchased by the County of Washoe for the construction of the Truckee River Flood Management Project on or about May 25, 2006 at 5305 Mill Street, Reno, Nevada, APN 012-320-05, constituting approximately 63.86 acres.; and

C. Pursuant to the ICA, Washoe County conveyed the 5305 Mill Street property to the Authority on June 28, 2012; and

D. The State of Nevada, by and through its Department of Transportation (**State**), is constructing the Southeast McCarran Boulevard Project, Phase II adjacent to the Authority's property at 5305 Mill Street; and

E. The State wishes to acquire a permanent easement and right-of-way for the Southeast McCarran Boulevard Project, Phase II construction upon, over and across a portion of the Authority's property at 5305 Mill Street, comprising approximately 14,794 square feet; and

F. The State also wishes to acquire a temporary construction easement for the Southeast McCarran Boulevard Project, Phase II construction over and across a portion of the Authority's property at 5305 Mill Street, comprising approximately 12,141 square feet; and

G. The State commissioned an appraisal for the purposes of estimating the value of the permanent easement and the temporary construction easement. The appraisal estimated the value of the permanent easement at \$73,970.00 and the temporary construction easement at \$12,141.00. The State also commissioned a review of the appraisal, which concurred in the analysis of the compensation.

H. Paragraph 3.02.B.xi of the ICA provides that the Board of Directors may sell, lease or dispose of real property, and the Board of Directors desires to grant the permanent easement and temporary construction easement requested by the State; and

I. The Board of Directors finds that it is the best interest of the Authority and the Truckee River Flood Management Project to grant the permanent easement and the temporary construction easement pursuant to the terms of the proposed Public Highway Agreement,

J. NRS 277.050 provides that a public agency may sell or lease real property to the State of Nevada without a vote of the electors of the public agency and without advertising for public bid. NRS 277.050 requires that the Board of Directors shall, in an open public meeting, adopt a resolution declaring its intention to sell or lease real property belonging to the Authority.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY:

Pursuant to NRS 277.050(5), the Authority's Board of Directors hereby declares its intent to sell an easement interest in the property described in Exhibit A attached hereto to the State of Nevada acting by and through its Department of Transportation for the use of a permanent easement and right-of-way, subject to the terms and conditions of the Public Highway Agreement attached hereto as Exhibit B. The purchase price for the permanent easement shall be \$73,970.00.

The Authority's Board of Director's further declares its intent to lease the property described in Exhibit C attached hereto to the State of Nevada acting by and through its Department of Transportation for use as a temporary construction easement, subject to the terms and conditions of the Public Highway Agreement attached hereto as Exhibit B. A map showing the location of both the permanent easement and the temporary construction easement are attached hereto as Exhibit D. The land for the temporary construction easement shall be leased for the amount of \$12,141.00 for a two year term, with an option to renew for a one year period for an additional \$6071.00.

The board of Directors further resolves that the sale and lease of easement interests in the properties described in Exhibit A and C shall be made pursuant to the terms and conditions of the Public Highway Agreement attached hereto as Exhibit B.

Further, pursuant to NRS 277.050(5)(c), the Board of Directors hereby establishes that a public meeting will be held on January 10, 2014, as part of the Authority's regularly

scheduled Board of Directors Meeting, at which objections to the sale, and/or lease may be made by members of the public.

Further, pursuant to NRS 277.050(6) the Board of Director's hereby directs the Authority's Executive Director to publish a notice of the adoption of this resolution and the time and place of the public meeting in a newspaper of general circulation published in Washoe County. Such notice will be published not less than twice, on successive days, the last publication to be not less than seven days before the date of the public meeting.

ADOPTED this 13th day of December, 2013 by a unanimous vote of all the Directors present at the meeting.

A handwritten signature in black ink, appearing to read 'Ron Smith', written over a horizontal line.

Ron Smith, Chairman of the Board
Truckee River Flood Management Authority

EXHIBIT A

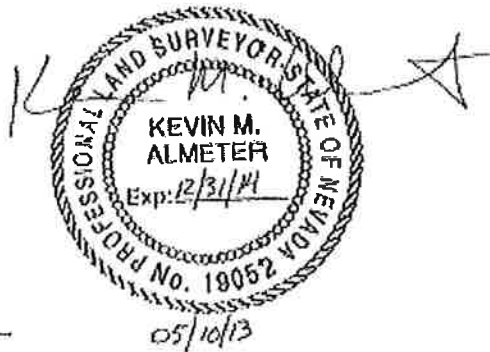
Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, being a portion of Section Sixteen (16), Township Nineteen (19) North, Range Twenty (20) East, M.D.M., and more particularly described as being a portion of the Parcel as shown on Reversion to Acreage Parcel Map for "University of Nevada Board of Regents", recorded as Parcel Map No. 4562 on May 19, 2006, as File No. 3389969, in the Official Records of Washoe County, Nevada, and more fully described by metes and bounds as follows:

COMMENCING at the corner common to Sections 9, 10, 15, 16, said section corner being a found 2 inch brass cap monument, stamped "RLS 1643", shown on the Official Map To Offer for Dedication "Glendale Ave., Greg St., Kleppe Lane, Kresge Lane, Turner Dr., Turner Ct., Overmyer Rd., Purina Way, Packer Way, and Watson Way to the City of Sparks, Nevada", recorded as Dedication Tract Map No. 1576 on June 3, 1976, as File No. 411080, in said Official Records; thence departing said corner, South 50°26'13" West a distance of 3420.41 feet to the POINT OF BEGINNING; said point of beginning described as being on the left or westerly right-of-way line of SR-650 (South McCarran Boulevard), 70.00 feet left of and at right angles to Highway Engineer's Station "O" 25+53.76 P.O.T.; thence departing said westerly right-of-way line and along the former right-of-way line, South 27°10'04" West a distance of 709.45 feet to the beginning of a tangent curve, also being a point on said westerly right-of-way line and the northerly right-of-way of Mill Street; thence departing said former right-of-way line and along said

westerly right-of-way line and said northerly right-of-way line 90.33 feet along the arc of a 175.00 foot radius curve to the right through a central angle of 29°34'28"; thence departing said northerly right-of-way line and along said westerly right-of-way line, North 27°10'04" East a distance of 557.89 feet; thence North 32°38'30" East a distance of 239.02 feet to the point of beginning; said parcel contains an area of 14,794 square feet of land, more or less.

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

Prepared by:
Wood Rodgers, Inc.
5440 Reno Corporate Dr.
Reno, NV 89511



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT B

Project: SPSR-0650(008)
E.A.: 73511
Parcel(s): S-650-WA-018.309PE
S-650-WA-018.309TE
Ptn. of APN: 12-320-05
Hwy. Agr. #: _____

PUBLIC HIGHWAY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Truckee River Flood Management Authority, 9635 Gateway Drive, Suite A, Reno, Nevada 89521, hereinafter called the OWNER, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the STATE,

WITNESSETH:

1. The OWNER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:

(a) To grant a permanent easement and right-of-way for the location, construction and maintenance of a slope easement upon, over and across certain real property to the STATE; said real property described in Exhibit "A" attached hereto and made a part hereof by reference.

(b) To grant a temporary easement for the construction related to the Southeast McCarran Boulevard Project, Phase II, ("Project") upon, over and across certain real property to the STATE; said real property is described in Exhibit "B" attached hereto and made a part hereof by reference.

(c) To deliver to the STATE an easement deed granting to the STATE a permanent easement and right-of-way upon, over and across certain real property described as Parcel S-650-WA-018.309PE; said real property described in Exhibit "A" attached hereto and made a part hereof by reference, until such time as OWNER desires to construct improvements pertaining to flood control on said parcel and STATE desires to modify or extinguish said easement deed based upon the review and approval by the STATE of final design plans of the proposed flood control improvements as it pertains to Parcel S-650-WA-018.309PE. The State shall not unreasonably withhold approval or unreasonably refuse to modify or extinguish the easement deeds. Owner shall provide for mitigation of any additional runoff onto NDOT Right of Way as the result of the construction of said flood control improvements.

(d) To deliver to the STATE a Temporary Easement Deed granting to the STATE a temporary easement upon, over and across certain real property described as S-650-WA-018.309TE and further described in Exhibit "B" attached hereto and made a part hereof by reference.

(e) To be responsible for said premises, including risk and liability for loss and damage, including all repairs to said premises until such date as STATE has recorded the before mentioned temporary easement deed, or such date as OWNER has given physical possession of said premises to the STATE.

(f) To permit the STATE, its authorized agents and contractors to enter in and upon OWNER'S before described lands for which a permanent easement (S-650-WA-018.309PE) is granted upon execution of this agreement.

(g) To permit the STATE, its authorized agents and contractors to enter in and upon OWNER'S before described lands for which a temporary easement is granted on or after May 1, 2014. The above described temporary right shall commence on or after May 1, 2014 and shall continue through and include the termination date of April 30, 2016.

(h) To waive and hereby does waive, with full knowledge that a public highway and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described as S-650-WA-018.309PE, any claim for any and all damages to the remaining adjacent lands and property of the OWNER by reason of the location, construction, landscaping, maintenance, improvement, modification and regulation of said highway and appurtenances in said location.

(i) To permit the STATE and its authorized agents and contractors to enter in and upon OWNER'S remaining lands as necessary to repair and/or replace any OWNER's improvements within the temporary easement area impacted, and not compensated for under this Agreement.

(j) OWNER certifies that to the best of its knowledge, Parcel S-650-WA-018.309PE is being acquired by the STATE is free and clear of hazardous wastes, regulated materials or other harmful substances. In the event that hazardous wastes, regulated materials or other harmful substances are discovered subsequent to the transfer of title of the subject property, the OWNER agrees to reimburse the STATE for the cleanup costs incurred by the STATE.

2. The STATE, in consideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To pay to the OWNER in the manner hereinafter provided the sum of EIGHTY-SIX THOUSAND ONE HUNDRED ELEVEN AND NO/100 DOLLARS (\$86,111.00), which shall be the total purchase price for the property and property rights herein described as follows:

| | | |
|---------------------|---|--------------|
| S-650-WA-018.309PE: | Permanent Easement (14,794 square feet) | \$ 73,970.00 |
| S-650-WA-018.309TE: | TCE (12,141 square feet) for 2 years | \$ 12,141.00 |

(b) To deposit in escrow with First American Title Company, whose mailing address is 5310 Kietzke Lane, #100, Reno, NV 89511, the before-mentioned total purchase price, which sum shall be disbursed in accordance with the herein recited covenants, promises and agreements made, and payments to be performed and paid.

(c) To deduct from the total purchase price, to be paid to the OWNER by the STATE, a sum to be prorated in escrow, with which said sum the STATE in the OWNER'S behalf will pay all due Washoe County property taxes, delinquency penalties and special assessments, if any, assessed against or accrued upon said property (S-650-WA-018.309PE) to be conveyed by OWNER to the STATE, up to and including the date of recording by the STATE of the before-mentioned deed in the Official Records of Washoe County, State of Nevada.

(d) To leave that portion of said tract of land upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property, not compensated for herein, belonging to the OWNER, which the STATE and its authorized agents and contractors may find it necessary to remove or relocate in order to construct or reconstruct said Project to be

replaced as nearly in their original condition and position as is reasonably possible.

3. It is mutually agreed and understood by the STATE and by the OWNER as follows:

(a) Based upon the best information available to STATE for the time frame of the PROJECT, the term of the STATE'S Temporary Easement shall commence on or after May 1, 2014 and shall continue through and including April 30, 2016. The STATE shall have the option, at its sole discretion, to extend the term of the Temporary Easement, under the same terms and conditions of this Public Highway Agreement, for one (1) additional year for a total Temporary Easement term not to exceed three (3) years. The STATE'S exercise of the term extension option shall not be effective or binding upon the STATE unless and until the same has been approved by the appropriate official action of the STATE and communicated in writing to the OWNER.

In the event the STATE exercises its option to extend the term of the Temporary Easement, the rental rate for the land to be paid by the STATE to the OWNER shall be that same rental rate as established in this agreement of (\$6,071.00), representing twelve thousand one hundred forty one (12,141) square feet at five dollars (\$5.00) per square foot at ten percent (10%) multiplied by one (1) year.

(b) It is understood and agreed by and between the parties hereto that in addition to the compensation shown in Paragraph 2. (a) hereinabove, the State, and its authorized agents and contractors shall perform the following construction contract items at the time of the installation of the proposed project:

- 1) Temporarily remove and replace OWNER's existing field fencing.
- 2) Install temporary fencing along the temporary construction easement area during construction.
- 3) Relocate existing drainage facilities within the permanent easement area.

The removal and replacement of field fencing and the installation of temporary fencing shall be done in consultation with Owner and shall be done at such times and in such a manner so as to avoid interference with the use of OWNER's property for agricultural purposes. All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner.

(c) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this agreement.

(d) This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(e) All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.

(f) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

(g) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(h) That STATE shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of NRS 408.487.

(i) The covenants and agreements expressed in the AGREEMENT shall survive the Close of Escrow.

(j) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

(k) Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Truckee River Flood Management Authority,
9635 Gateway Drive, Suite A, Reno, Nevada 89521

REVIEWED AND RECOMMENDED BY:

By: _____
Name, Title (if applicable)

Paul A. Saucedo, Chief Right-of-Way Agent

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

APPROVED FOR LEGALITY AND FORM:

Deputy Attorney General

S
T
A
T
E

STATE OF NEVADA acting by and through its
Department of Transportation

S
E
A
L

Director

STATE OF NEVADA
CARSON CITY

This instrument was acknowledged before me on _____ by

_____ as _____

Director of the Department of Transportation of the State of Nevada.

S
E
A
L

State of Nevada
County of _____

This instrument was acknowledged before me on _____ by
_____ as _____ of
_____.

S
E
A
L

(Signature of notarial officer)

(Title and rank (optional))

EXHIBIT C

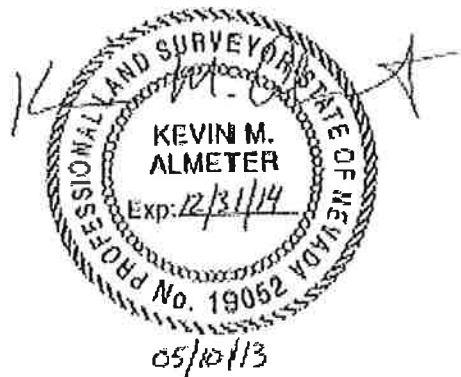
Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, being a portion of Section Sixteen (16), Township Nineteen (19) North, Range Twenty (20) East, M.D.M., and more particularly described as being a portion of the Parcel as shown on Reversion to Acreage Parcel Map for "University of Nevada Board of Regents", recorded as Parcel Map No. 4562 on May 19, 2006, as File No. 3389969, in the Official Records of Washoe County, Nevada, and more fully described by metes and bounds as follows:

COMMENCING at the corner common to Sections 9, 10, 15, 16, said section corner being a found 2 Inch brass cap monument, stamped "RLS 1643", shown on the Official Map To Offer for Dedication "Glendale Ave., Greg St., Kleppe Lane, Kresge Lane, Turner Dr., Turner Ct., Overmyer Rd., Purina Way, Packer Way, and Watson Way to the City of Sparks, Nevada", recorded as Dedication Tract Map No. 1576 on June 3, 1976, as File No. 411080, in said Official Records; thence departing said corner, South 50°26'13" West a distance of 3420.41 feet to the POINT OF BEGINNING; said point of beginning described as being on the left or westerly right-of-way line of SR-650 (South McCarran Boulevard), 70.00 feet left of and at right angles to Highway Engineer's Station "0" 25+53.76 P.O.T.; thence along said westerly right-of-way line, South 32°38'30" West a distance of 239.02 feet; thence continuing along said westerly right-of-way line South 27°10'04" West a distance of 557.89 feet to the northerly right-of-way line of Mill Street as shown on said Parcel Map No. 4562, also being the beginning of a non-tangent

curve; thence along said northerly right-of-way line, from a tangent which bears South 56°44'32" West, 26.87 feet along the arc of a 175.00 foot radius curve to the right through a central angle of 08°47'50"; thence departing said northerly right-of-way line, North 27°10'04" East a distance of 580.87 feet; thence North 32°38'30" East a distance of 239.73 feet; thence South 57°21'30" East a distance of 15.00 feet to the point of beginning; said parcel contains an area of 12,141 square feet of land, more or less.

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

Prepared by:
Wood Rodgers, Inc.
5440 Reno Corporate Dr.
Reno, NV 89511



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT D



NDOT Southeast McCarran Boulevard Project Phase II
Mill Street & McCarran Blvd
Temporary and permanent construction easement location

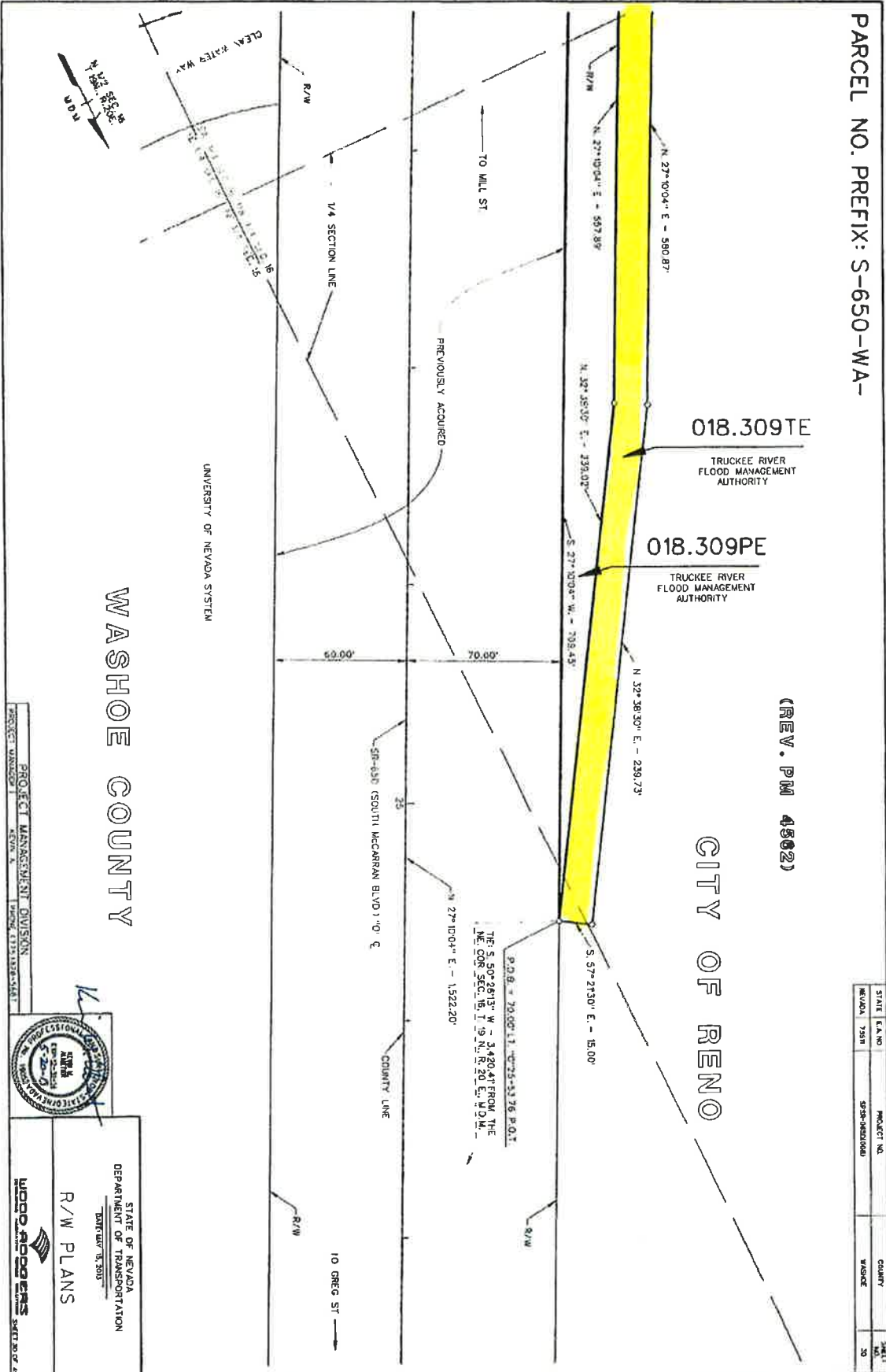
PARCEL NO. PREFIX: S-650-WA-

(REV. PM 4/30/2)

CITY OF RENO

018.309TE
TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

018.309PE
TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY



| STATE | E.A. NO. | PROJECT NO. | COUNTY | SHEET |
|--------|----------|--------------|--------|-------|
| NEVADA | 735H | 575P-082X000 | WAGNER | 20 |

WASHOE COUNTY

PROJECT MANAGEMENT DIVISION



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DATE: MAY 13, 2013
R/W PLANS
WOOD ROBBERS
SHEET 20 OF 48