



WASHOE COUNTY

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Finance DN

DA SH

Risk Mgt. DU

HR N/A

Comptroller CH

STAFF REPORT

BOARD MEETING DATE: September 27, 2016

DATE: August 30, 2016
TO: Board of County Commissioners
FROM: Vahid Behmaram, Water Management Planner Coordinator
Community Services Dept., 954-4647, vbehmaram@washoecounty.us
THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-3600, dsolaro@washoecounty.us
SUBJECT: Approve the Water Sale Agreement between Randall J. Warner, dba Washoe Valley Veterinary Hospital and Washoe County. (Commission District 2.)

SUMMARY

Dr. Randal J. Warner has dedicated 1.0 acre-feet of groundwater rights to Washoe County in support of the Washoe Valley Veterinary Hospital located in the East Washoe Valley area. This project has relied upon an on-site water well as their source of supply. The attached water sale agreement leases the dedicated water rights to Washoe Valley Veterinary Hospital for 99 years so that they may continue to supply water to this project.

Strategic Objective supported by this item: Stewardship of our community.

PREVIOUS ACTION

June 10, 1986 – The Board of County Commissioners approved the Water Rights and Water Facility Dedication Agreement for Randal J. Warner Building Permit.

BACKGROUND

In accordance with Washoe County Ordinance 586, the predecessor to Article 422 of the Washoe County Development Code, Randall J. Warner dedicated 2.0 million gallons (6.138 acre-feet) of ground water rights from Washoe Valley in support of a building permit for a Veterinary Hospital located in the East Washoe Valley area, (see attached map identified as Exhibit "B" to the Agreement). Upon completion of this project and compilation of years of water meter readings from the on-site water supply well, it was determined that the Veterinary Hospital's annual water demand is less than 1.00 acre-feet per year. Therefore, Washoe County agreed to allow the surplus water rights to be re-allocated and sold by Dr. Warner to other projects within East Washoe Valley.

By means of the Water Sale Agreement, Washoe County is making 1.00 acre-feet of groundwater rights available to Randall J. Warner, dba Washoe Valley Veterinary Hospital through a 99-year lease, to continue to supply water service to this project.

AGENDA ITEM # 6.C.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Water Sale Agreement between Randall J. Warner, dba Washoe Valley Veterinary Hospital and Washoe County.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Water Sale Agreement between Randall J. Warner, dba Washoe Valley Veterinary Hospital and Washoe County."

When Recorded, Return to:
Washoe County Community Services Department
1001 E. 9th street
P.O. Box 11130
Reno, NV 89520-0027

WATER SALE AGREEMENT

The parties to this agreement are **WASHOE COUNTY**, a political subdivision of the State of Nevada and **Randall J. Warner, doing business as Washoe Valley Veterinary Hospital** hereinafter (“Warner Vet Hospital”)

WHEREAS, Washoe County is the owner of 1.00 acre-feet of water rights under Permit # 49390 as further described in the Water Rights Deed attached hereto as Exhibit “A”. Said water rights conveyed to Washoe County in accordance with Ordinance 586, the predecessor to Article 422 of the Washoe County Development Code, are in support of Washoe Valley Veterinary Hospital. Said 1.00 acre-foot represents a portion of the original dedication of water rights still remaining to support the Warner Vet Hospital operations. The other portions of water rights under the original dedication were deemed as surpluses and were sold to third parties.

WHEREAS, Washoe County desires to make this water available to Warner Vet Hospital as a source of water supply to the lands described as Washoe County Assessor’s Parcel Number (APN) 050-411-13, located at 3245 East Lake Blvd. in East Washoe Valley as shown on attached Exhibit “B.

THEREFORE, the parties agree as follows:

1. Sale

During the term of this Agreement, Washoe County shall sell and Warner Vet Hospital shall purchase the water available under the water rights described in Exhibit “A”.

2. Term

The sale of the water shall be for a term of ninety-nine (99) years from the date of execution of this Agreement. This Agreement shall be renewed at the end of the term for an equal period of time upon thirty (30) days prior written notice from Warner Vet Hospital to Washoe County.

3. Consideration

Warner Vet Hospital , on behalf of Washoe County, shall obtain and pay for any transfers and permits which may be required to use the water for commercial or quasi-municipal purposes on the lands described herein and as shown on Exhibit "B".

4. Assessments

Warner Vet Hospital shall pay when due assessments of every kind and nature which may hereafter become due regarding the water purchase. Warner Vet Hospital shall file all necessary proofs or applications for extension of time in lieu of said proofs, in order to protect the status of said water rights.

5. Liens and Encumbrances

During the term of this Agreement or of any renewed Agreement, Warner Vet Hospital shall not place any liens or encumbrances on the water rights under which the water is used, and shall keep the same free and clear of all liens and encumbrances arising out of any work performed, material furnished or obligations incurred by Warner Vet Hospital.

6. Termination

Washoe County may terminate this Agreement if at any time during the term Warner Vet Hospital fails to beneficially use all or part of these water rights within the parcels of land

by a document in writing executed by both parties with the same formality with which this Agreement was executed.

10. Waiver

A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year written below.

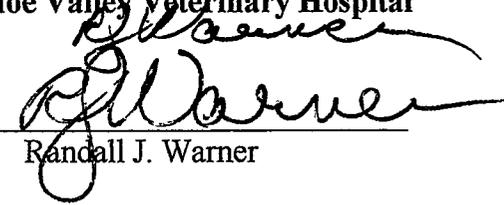
WASHOE COUNTY

By: _____
Kitty K. Jung, Chair
Board of the County Commissioners

Date: _____

Attest: _____
Nancy Parent,
Washoe County Clerk

Washoe Valley Veterinary Hospital

By: 
Randall J. Warner

Title: Owner

Date: 8/22/16

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2016, personally appeared before me a Notary Public, Kitty K. Jung, Chair of the Board of County Commissioners, who acknowledged to me that she executed the foregoing document on behalf of said political subdivision of the State of Nevada.

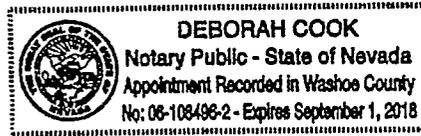
Notary Public
My Commission Expires _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This agreement was acknowledged on the 23rd day of August, ~~2011~~, 2016
before me, a Notary Public, by Randall J Warner (RJ Warner)

Deborah Cook
Notary Public

My Commission Expires 9/1/18



WATER RIGHTS AND WATER FACILITY
DEDICATION AGREEMENT FOR
RANDALL J. WARNER BUILDING PERMIT

1. The parties to this agreement are Randall J. Warner an individual, (Warner) and Washoe County, a political subdivision of the State of Nevada (County).

2. This agreement is made pursuant to County Ordinance 586 for the purpose of accomplishing compliance with that ordinance concerning water supply conditions imposed on the building permit applications filed by Warner for a veterinarian hospital building to be located on Lot C-6 of New Washoe City Subdivision No. 5, in Washoe County, Nevada. This agreement is not to be construed as approval of the building permit.

3. The building permit to which this agreement applies is for the hospital building proposed by Warner on lands described in paragraph 2. The water rights, easements and facilities to which this agreement applies are those to be used within such lands.

4. Warner hereby offers to dedicate to County:

a) 0.25 c.f.s. not to exceed 2.0 million gallons annually from water permit No. 49390;

b) A blanket easement for water supply facilities over the lands described in paragraph 2; and

c) Water supply facilities as may exist, as may be constructed, and as may be relocated after construction.

82359P0174 Please Refer to Water Code of Washoe County Nevada

5. Any offer rejected shall remain open, and County may by resolution at a later date, without further action by the owners or their successors, rescind its action and accept an offer of dedication.

6. The offer of the water rights is accepted. Other offers are rejected at this time.

7. The rights and obligations under this agreement are assignable and are binding upon the parties' successors in interest.

WASHOE COUNTY

By

JIM KING, Chairman
Board of County
Commissioners

RANDALL J. WARNER

ATTEST:

By

Judi Baile
County Clerk

DATE

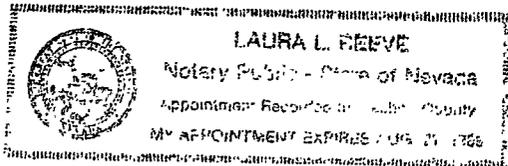
June 10, 1986



ACKNOWLEDGMENT

STATE OF NEVADA)
 : SS.
COUNTY OF _____)

On this 20th day of May, 1986, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Randall J. Warner, known to me to be the person whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Laura L. Reeve
NOTARY PUBLIC

B2359P0175

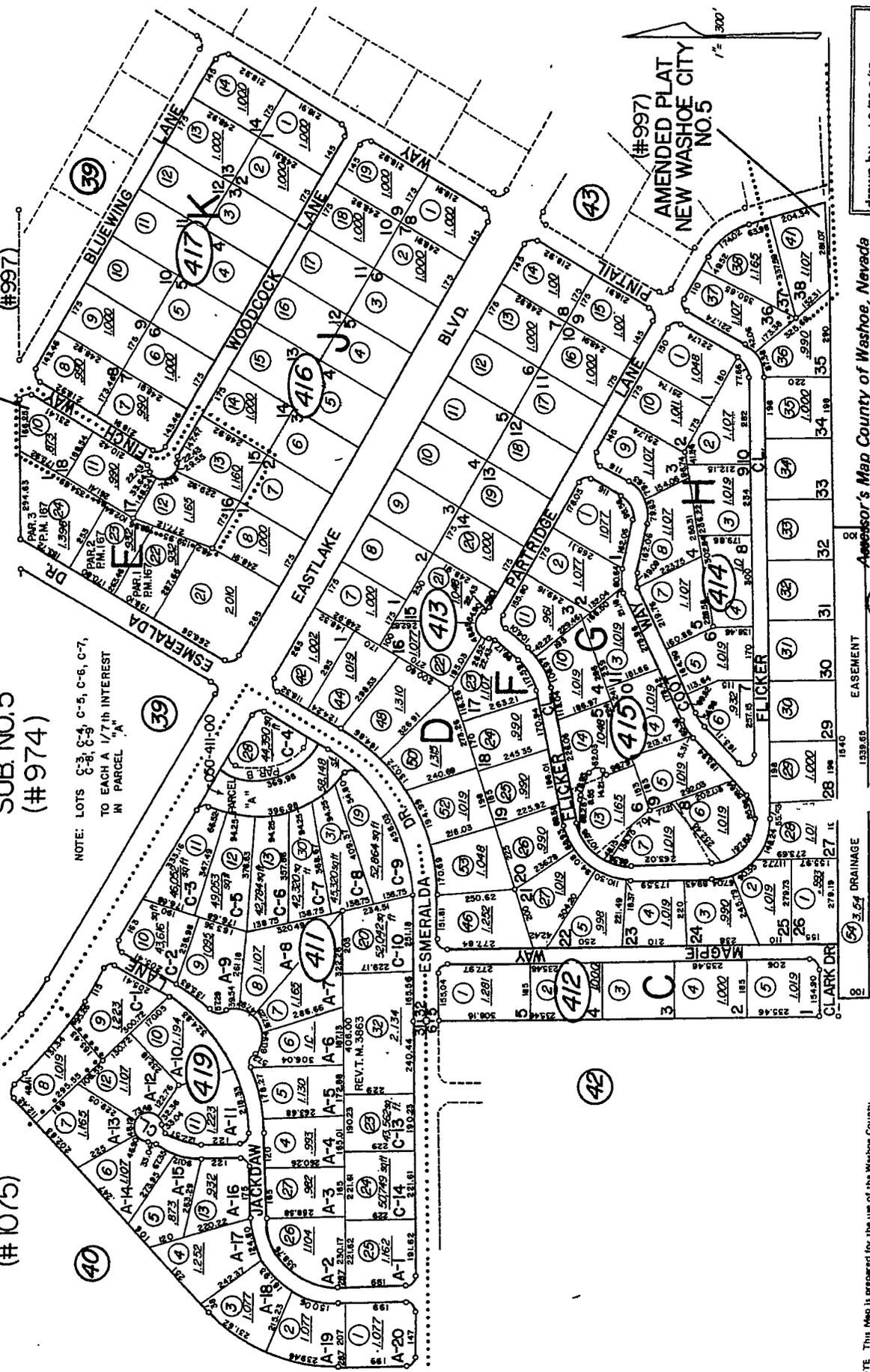
Exhibit "D"

NEW WASHOE CITY SUB. NO. 6 (#1075)

PORTION NEW WASHOE CITY SUB. NO. 5 (#974)

AMENDED PLAT NEW WASHOE CITY NO. 5 (#997)

AMENDED PLAT NEW WASHOE CITY NO. 5 (#997)



NOTE: LOTS C-3, C-4, C-5, C-6, C-7, TO EACH A 1/7th INTEREST IN PARCEL "A"

NOTE: This Map is prepared for the use of the Washoe County Assessor for Assessment purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.

Assessor's Map County of Washoe, Nevada
NOTE - ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

drawn by LS/PC 9/65
revised TWT/9/7000/5/2/08
superseded

1080583

WASHOE CO UTILITIES
8 JUN 25 AIO: 38

Handwritten signature/initials

B2359P0176