



# WASHOE COUNTY

Integrity Communication Service  
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HR N/A  
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## STAFF REPORT

BOARD MEETING DATE: June 27, 2017

DATE: May 30, 2017

TO: Board of County Commissioners

FROM: Eric Crump, Division Director, Operations  
Community Services Department, 328-2182, [ecrump@washoecounty.us](mailto:ecrump@washoecounty.us)

THROUGH: Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-3600, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

SUBJECT: Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for a permanent public utility easement totaling 12,275± square feet on APN 150-492-20, commonly known as Whites Creek Open Space, [at the appraised value of \$3,100]. (Commission District 2.)

### SUMMARY

Washoe County, through its Community Services Department, owns and manages a 8.26± acre site [APN 150-492-20] commonly known as Whites Creek Open Space. Truckee Meadows Water Authority (TMWA) is requesting a permanent diversion easement totaling 12,275± square feet.

Strategic Objective supported by this item: Safe, secure and healthy communities

### PREVIOUS ACTION

On June 6, 2017, the Open Space and Regional Park Commission had this item on the agenda for possible action to recommend approval to the Board of County Commissioners for the purchase of a permanent Public Utility easement [totaling 12,275± square feet] by Truckee Meadows Water Authority on APN#150-492-20, commonly known as Whites Creek Open Space, at the appraised value of \$3,100. **There was no quorum so the item was not heard by the OSRPC.**

On November 13, 2012, the Board of County Commissioners approved an update to Parkland Easement Policy.

### BACKGROUND

TWMA Proposal: TMWA submitted an easement application (attached) to Washoe County in May requesting a proposed diversion easement on parcel number 150-492-20, as part of the future treatment plant facility. The 12,275± square feet easement would include a diversion of Whites Creek installed below the creek, a 15' x 30' pump station and pad, and gravel access. A site plan is attached.

AGENDA ITEM # 5 G.2.

*Process and Review:* After initial review by Parks staff, and the District Attorney's office, it was determined that the request was compliant with the approved Washoe County Parkland Easement Policy. As prescribed in the easement policy, TMWA submitted an independent appraisal to provide a property history and a monetary valuation of the easement requested. Anthony Wren, MAI, SRA issued an appraisal report on May 24, 2017, concluding and recommending the value of the proposed 12,275± easement is \$3,100.

*Cost Analysis and Project Alternatives:*

TWMA evaluated a number of potential locations for the Mt. Rose Water Treatment Plant and Whites Creek diversion. The location selected for the treatment facility was determined to be the only viable alternative because of land availability and proximity to existing infrastructure. The location of the Whites Creek diversion was selected because of its proximity to the treatment plant location and because Whites Creek at the proposed location is below the more pristine areas of the creek while still being sufficiently upstream of the urbanized area and potentially polluted storm water runoff.

*Compatibility with Whites Creek Open Space intended use*

Whites Creek Open Space APN#150-492-20, was offered for dedication to Washoe County as a non-motorized trail corridor as part of the Mt. Rose Estates Subdivision, and was accepted by Resolution of the Board of County Commissioners on September 4, 2012. The parcel is part of the Whites Creek Trail system. The Whites Creek Trail currently runs on the south side of Whites Creek the entire length of the parcel, and the proposed easement would be located on the north side of Whites Creek.

*Staff Evaluation*

Because the proposed easement will have minimal impact to the intended use of the parcel and the existing trail system, staff is recommending approval of the easement for the appraised value and restoration as identified in the "Proposed Restoration Plan" section of the Parkland Easement Application, including screening of the pump station using natural vegetation.

**FISCAL IMPACT**

A \$100 easement application fee will be deposited to C105401. Should the easement be approved, purchase of the easement, construction, revegetation maintenance, and permitting associated with the project would be the responsibility of the applicant. The easement proceeds of \$3,100 will be deposited into Park District 1C, C900130-485191, compliant with the parklands easement policy guidelines.

**RECOMMENDATION**

It is recommended the Board of County Commissioners approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for a permanent public utility easement totaling 12,275± square feet on APN 150-492-20, commonly known as Whites Creek Open Space, [at the appraised value of \$3,100].

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for a permanent public utility easement totaling 12,275± square feet on APN 150-492-20, commonly known as Whites Creek Open Space, [at the appraised value of \$3,100]."

## EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this 27 day of June, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County") and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("TMWA").

### WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number No. 150-492-20, commonly known as Whites Creek Open Space (the "County Property");

WHEREAS, TMWA is a public entity responsible for distribution of municipal water service in the area;

WHEREAS, TMWA desires to purchase an easement and County desires to grant the permanent non-exclusive public utility Easement on a portion of the County Property.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, County and TMWA covenant and agree as follows:

1. Sale of Easement. For and in consideration of the Purchase Price (as defined below), County hereby sells to TMWA and TMWA buys from County, the Easement more particularly described in the Grant of Easement attached hereto and incorporated herein as Exhibit "A" (the "Easement Deed") in accordance with the terms, and subject to the conditions, of this Agreement. County and TMWA agree that the Easement shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Easement shall be permanent, non-exclusive public utility easement used to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an above ground water pumpstation, below grade diversion facility, pipelines, markers, conduits, valve boxes, meters, fixtures, control equipment and any other facilities or appurtenances deemed necessary for operation of the water facilities (hereinafter called "Water Facilities") as described in the Easement Deed.

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

TMWA acknowledges by acceptance of the Easement that County's present recreational uses of, and practices on, the County Property are compatible with the purpose of the Easement. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easement in accordance with those current recreation practices and in perpetuity. County and TMWA recognizes that the

future recreation uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need for recreation. TMWA acknowledges that the County owns the County Property and that use of the Easement does not interfere with any restrictions placed on the County Property. County shall notify TMWA prior to conducting improvements on the Easement.

3. Easement Locations. County and TMWA agree that the Easement shall be located on the County Property as stated in the Easement Deed which is attached hereto as Exhibit "A".

4. Easement Price. TMWA shall pay the amount of three thousand one hundred dollars (\$3,100.00) ("Purchase Price") directly to County in consideration of the permanent public utility easement based on the appraised value of the land for use of the county property.

5. Construction of Water Facilities. TMWA shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Water Facilities until County has been given at least five (5) days prior written notice of the time during which the installation work will take place. All work shall be performed in compliance with all applicable laws and ordinances. TMWA agrees that, except in the event of an emergency.

6. County's Representations and Warranties. As a material inducement to the TMWA the County represents and warrants that:

6.1 Property, Title and Related Matters. County is and shall be at the Closing, the owner of all right, title and interest in the County Property and the Easement, and shall have and convey to TMWA at Closing good and marketable title to the Easement free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easement, and no person or entity has any right or option to purchase the County Property or any portion thereof.

6.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easement, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

6.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

6.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby

will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

7. TMWA's Representations and Warranties. TMWA represents and warrants to County as follows:

7.1 Status, Power and Authority. TMWA is a joint powers authority entity duly organized, validly existing under the Laws of the State of Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

7.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of TMWA have been duly and validly authorized.

7.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TMWA, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

8. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to TMWA the Easement Deed, duly executed and notarized and such other documents required by TMWA to record the Easement Deed in Official Records, Washoe County Recorder, Washoe County, Nevada. Each party shall bear its own costs (including attorneys' fees) associated with the Closing, unless otherwise specified in this Agreement.

9. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

9.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless TMWA and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which TMWA may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

9.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, TMWA agrees to indemnify and hold harmless County and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which County may incur by reason of or in connection with any untrue statement in this Agreement made by TMWA or the breach of any representation or warranty of TMWA contained in this Agreement.

10. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

11. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County  
Director, Community Services Department  
P.O. Box 11130  
Reno, NV 89520

TMWA: Truckee Meadows Water Authority  
Attn: Director Natural Resources-Planning & Management  
P.O. Box 30013  
Reno, Nevada 89520-3013

With copy to: Michael A.T. Pagni  
100 W. Liberty Street, Tenth Floor  
P.O. Box 2670  
Reno, Nevada 89505

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of TMWA and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as of the date first above written.

*(signatures and notaries to follow on next page)*

“COUNTY”

WASHOE COUNTY, a political subdivision  
of the State of Nevada

By: \_\_\_\_\_  
Bob Lucey, 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

“TMWA”

TRUCKEE MEADOWS WATER AUTHORITY,  
a joint powers authority

By: \_\_\_\_\_  
John Enlow, Director  
Natural Resources – Planning  
And Management

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, John Enlow, Director of Natural  
Resources - Planning and Management 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

A.P.N: #150-492-20

After Recordation Return To:

Truckee Meadows Water Authority  
P.O. Box 30013  
Reno, Nevada 89520-3013  
Attn: Heather Edmunson, SR/WA, Land Agent

**EASEMENT DEED  
GRANT OF WATER FACILITIES EASEMENT**

THIS GRANT OF WATER FACILITIES EASEMENT (“Deed”) is entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“Grantor”) and the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (“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. 150-492-20 commonly known as Whites Creek Open Space (“Grantor’s Property”); and

WHEREAS, Grantor and Grantee have entered into an Easement Purchase and Sale Agreement dated June 27, 2017, pursuant to which Grantor has agreed to convey a permanent non-exclusive public utility easement to Grantee across a portion of Grantor’s Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of three thousand one hundred Dollars (\$3,100.00), 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 and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipelines, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called “Water Facilities”), over, across, upon, under, and through that portion of the Grantor Property more fully described on

Exhibits "A" and shown on Exhibits "A-1" attached hereto and made a part hereof (the "Easement Property").

2. Easement Access. Grantee shall have at all times ingress and egress to the Easement Property for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities. Grantee understands that the Easement Property is located on a public facility and Grantee will not unreasonably interfere with the Grantor's operation, maintenance of the Grantor's Property.

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 and consistent with its use.

5.1 No Unreasonable Interference. Grantor 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 TMWA's full use and enjoyment and the rights granted herein.

Grantee acknowledges by acceptance of the Easement Property that Grantor's present public recreational uses of, and practices on, the surface area of Grantor's Property are compatible with the purpose of this Easement. Grantor reserves the right to use and enjoy the Grantor Property and surface area of Easement in accordance with those present parks and recreational practices and uses now and in perpetuity. Grantor and Grantee recognize that the future uses of, and practices on, the surface Grantor's Property may change over time as a result of the development and the public's need for recreation. TMWA acknowledges that the County owns this property and that TMWA's use of the Easement Property shall be subject to and not interfere with the any existing restrictions placed on the County Property.

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.

7. Relocation of Water Facilities. If the Easement Property as defined herein and shown on Exhibit A-1 is unsuitable for the purposes of the Grantee or the Grantor, then the location may, subject to prior written consent of both parties, be changed to an area mutually satisfactory to both the Grantor and Grantee herein. The newly agreed to locations shall be indicated and shown by an amended easement. Any relocations requested after the initial installation and use of the water facilities shall be at the sole cost and expense of the requesting party.

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.

(signatures and notaries to follow on next page)

**“GRANTOR”**

**WASHOE COUNTY, a political subdivision  
of the State of Nevada**

By: \_\_\_\_\_  
**Bob Lucey, 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”**

**TRUCKEE MEADOWS WATER AUTHORITY,  
a joint powers authority**

By: \_\_\_\_\_  
**John Enlow, Director Natural  
Resources – Planning And  
Management**

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, John Enlow, Director of Natural  
Resources - Planning and Management 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

**EXHIBIT "A"**

**Truckee Meadows Water Authority – Whites Creek  
Diversion Easement**

A Diversion Easement, situate within the Northeast 1/4 of Section 35, Township 18 North, Range 19 East, Mount Diablo Meridian, Washoe County, State of Nevada, more particularly described as follows:

Commencing at the Northwest corner of that certain Dedicated Open Space (Parcel) 2-A as depicted on "Record of Survey in Support of a Boundary Line Adjustment for TL Mt. Rose Estates, L.P.", recorded on August 24, 2012, as Record of Survey 5449, File No. 4144695, Official Records of Washoe County, Nevada;

Thence along the northerly line of said Parcel 2-A, South 89°24'35" East, 196.35 feet;

Thence North 44°25'45" East, 32.66 feet to the **POINT OF BEGINNING**;

Thence continuing North 44°25'45" East, 180.00 feet;

Thence departing said northerly line, South 45°34'15" East, 40.00;

Thence South 00°34'15" East, 49.50 feet;

Thence South 44°25'45" West, 110.00 feet;

Thence North 89°25'45" West, 49.50 feet;

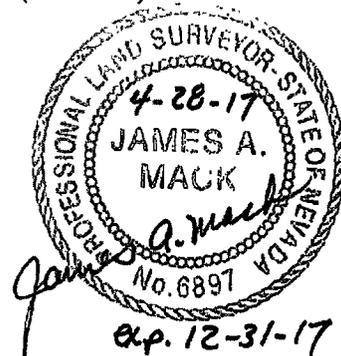
Thence North 45°34'15" West, 40.00 feet to the Point of Beginning.

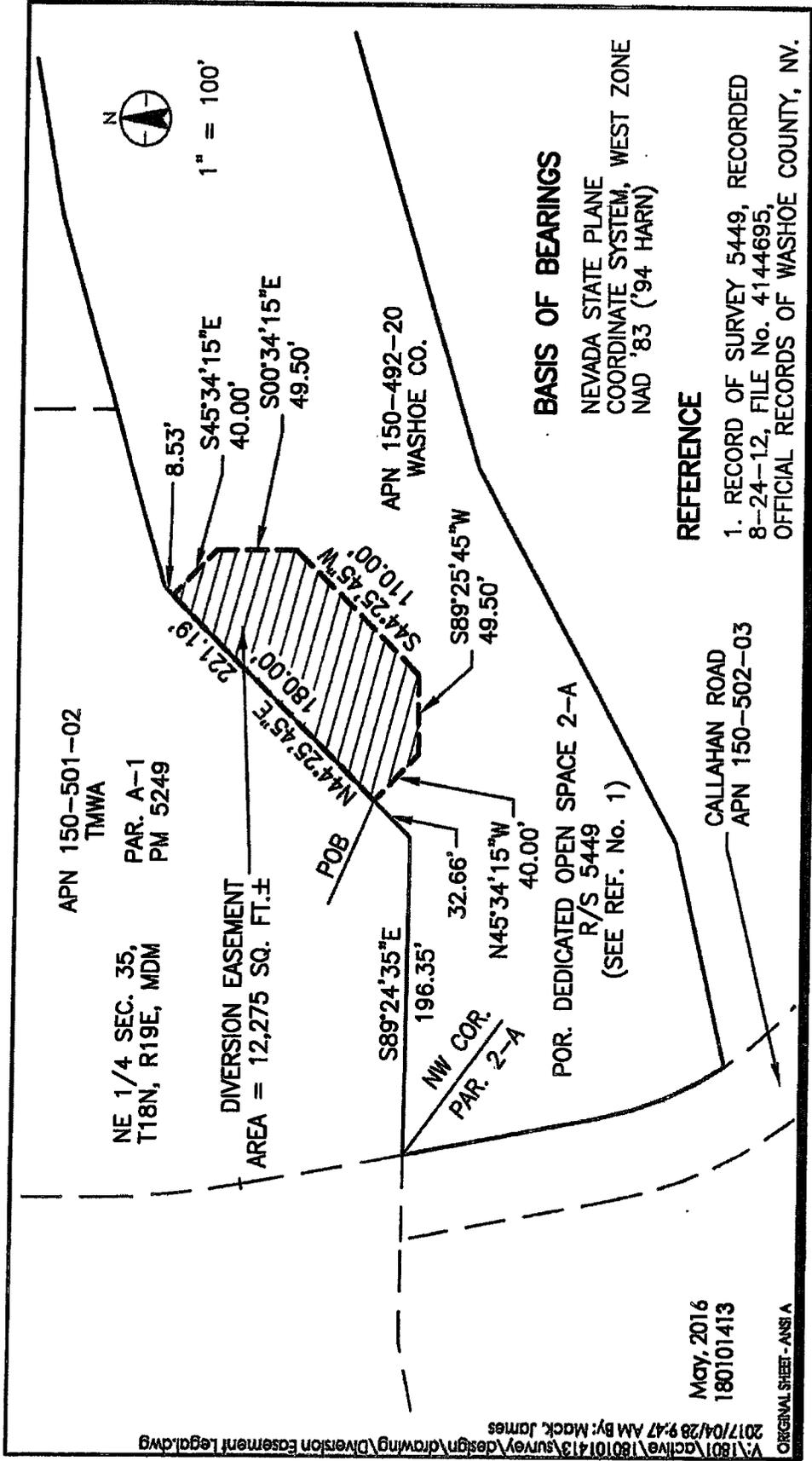
Containing an area of 12,275 square feet of land, more or less.

**BASIS OF BEARINGS:**

Nevada State Plane Coordinate System, West Zone, NAD '83 ('94 Harn).

Prepared By: James A. Mack, PLS 6897  
Stantec Consulting Services Inc.  
6995 Sierra Center Parkway  
Reno, Nevada 89511-2279  
(775) 850-0777





1" = 100'

APN 150-501-02  
TMWA  
NE 1/4 SEC. 35,  
T18N, R19E, MDM  
PAR. A-1  
PM 5249

DIVERSION EASEMENT  
AREA = 12,275 SQ. FT. ±

APN 150-492-20  
WASHOE CO.

CALLAHAN ROAD  
APN 150-502-03

**BASIS OF BEARINGS**

NEVADA STATE PLANE  
COORDINATE SYSTEM, WEST ZONE  
NAD '83 ('94 HARN)

**REFERENCE**

1. RECORD OF SURVEY 5449, RECORDED 8-24-12, FILE NO. 4144695, OFFICIAL RECORDS OF WASHOE COUNTY, NV.

Client/Project

TRUCKEE MEADOWS WATER AUTHORITY  
WHITES CREEK  
DIVERSION EASEMENT

Figure No.

Title

EXHIBIT "A-1"  
MAP TO SUPPORT LEGAL DESCRIPTION

May, 2016  
180101413

ORIGINAL SHEET - ANSI A

V:\1801\active\180101413\survey\design\drawing\Diversion Easement Legal.dwg  
2017/04/28 9:47 AM By: Mack, James



6995 Sierra Center Parkway, Suite 200  
Reno, Nevada, 89511  
www.stantec.com



**WASHOE COUNTY  
COMMUNITY SERVICES DEPARTMENT**



**PARKLAND EASEMENT APPLICATION**

**APPLICATION INFORMATION**

Applicant Name:	Truckee Meadows Water Authority	Application Date:	May 26, 2017
Applicant Representative:	Heather Edmunson, Land Agent	Contact Number:	775-762-4162
Mailing Address:	P.O. Box 30013 Reno, Nevada 89520		
Email:	hedmunson@tmwa.com	Fax:	775-834-8280

**SITE INFORMATION**

APN(s)	150-492-20		
Name of Park/Open Space	Whites Creek		
Easement Type:	Diversion Easement	Proposed Start Date:	September 1, 2017
Length of Construction:	2 Months		

**DESCRIPTION OF PROPOSED ACTIVITY**

Truckee Meadows Water Authority is requesting permission for a diversion easement on Whites Creek that will be connected to a future treatment plant facility.

**STATEMENT OF NEED AND JUSTIFICATION REQUEST**

TMWA provides water service to the Mt Rose fan area using local groundwater as the primary source of water. The recent draught highlighted the vulnerable nature of the water supply and numerous domestic and municipal production wells lost critical production capacity. Some wells failed entirely and had to be deepened. In response to the limited available water supply, TMWA is taking steps to develop additional sources of supply to offset the demand on the local groundwater supplies.

**ALTERNATIVE ALIGNMENTS CONSIDERED BY APPLICANT**

TMWA evaluated a number of potential locations for the Mt Rose Water Treatment Plant and Whites Creek diversion. The location selected for the treatment plant was determined to be the only viable alternative because of land availability and proximity to existing infrastructure. The location of the Whites Creek diversion was selected because of its proximity to the treatment plant location and because Whites Creek at the proposed location is below the more pristine areas of the creek while still being sufficiently upstream of the urbanized area and potentially polluted stormwater runoff.

**ENVIRONMENTAL IMPACTS (Natural, cultural, historical resources)**

The design of the diversion was developed to minimize potential environmental impacts. The diversion itself is designed to be installed below the creek bed and will always pass water downstream to meet riparian needs and downstream water rights. The diversion is also designed to continuously pass debris, sediment, and cobbles downstream minimizing the need to perform intrusive instream maintenance. The construction of the diversion and associated pump station will require the removal of vegetation and a temporary bypass of creek water around the construction site. At completion of the project, the disturbed areas will be restored using natural vegetation.

**VISITOR USE IMPACTS**

The Whites Creek trail is located on the south bank of Whites Creek in the vicinity of the proposed project. The project will not impede the use of the trail. Access to the easement will be restricted during the construction activities to safeguard public safety. Once the vegetation is reestablished, it will be difficult to see the diversion and pump station and only filtered views will be available from the Whites Creek trail.

**IMPACTS TO EXISTING UTILITIES OR STRUCTURES**

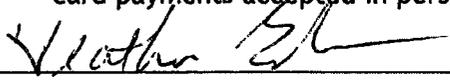
The pump station will place an additional burden on the local electrical system, however there is available capacity in the electrical power system to accommodate the pump station demands.

**PROPOSED RESTORATION PLAN**

The disturbed areas will be revegetated with native upland species and provided with temporary irrigation to promote establishment. The revegetation plan will meet the requirements of the Section 404 permitting and approved by the US Army Corps. Streambanks upstream and downstream of the diversion structure will be revegetated with native willows and roses. After recontouring, slopes will be immediately stabilized with erosion control blankets over a revegetation seed mix before willow wattles, willow poles, and containerized Woods rose (deepot) are installed. Willow poles will be at least 6 feet long to ensure that 20 percent of the length of the poles extend below the June water level. Willow wattles, which are willow branches tied in a bundle 8 inches across and planted horizontally, will average 8 feet in length. All willow material will be cut from healthy, dormant branches of willow found on-site. Woods rose and willow poles will be planted alternatively on average four foot centers. The riparian revegetation will be monitored for two years after the date of last installation to evaluate survival of plantings, detect noxious weeds, and ensure the effectiveness of erosion control.

**ADDITIONAL ITEMS TO BE SUPPLIED BY APPLICANT**

- 2 copies of proposed site plans/maps (Minimum size 8 1/2" x 11 - maximum size 11" x 17")
- \$100 non-refundable application fee (checks, money orders payable to Washoe County. Credit card payments accepted in person only.)

  
Signature

5/26/17  
Title

Please submit original application with payment attn.:

Dennis Troy, Park Planner  
Washoe County Community Services Department  
PO Box 11130, Reno, NV 89520  
[dtroy@washoecounty.us](mailto:dtroy@washoecounty.us)

To obtain an electronic version of this application visit: [www.washoecountyparks.com](http://www.washoecountyparks.com)

**Please be advised that your application could take up to 10 days for initial review.**

<u>Interoffice Use Only</u>			
Easement #	Date Rec'd		
Park Name			
Park District			
JB	DS	EC	BW
PC	BCC		

**EXHIBIT "A"**

**Truckee Meadows Water Authority – Whites Creek  
Diversion Easement**

A Diversion Easement, situate within the Northeast 1/4 of Section 35, Township 18 North, Range 19 East, Mount Diablo Meridian, Washoe County, State of Nevada, more particularly described as follows:

Commencing at the Northwest corner of that certain Dedicated Open Space (Parcel) 2-A as depicted on "Record of Survey in Support of a Boundary Line Adjustment for TL Mt. Rose Estates, L.P.", recorded on August 24, 2012, as Record of Survey 5449, File No. 4144695, Official Records of Washoe County, Nevada;

Thence along the northerly line of said Parcel 2-A, South 89°24'35" East, 196.35 feet;

Thence North 44°25'45" East, 32.66 feet to the **POINT OF BEGINNING**;

Thence continuing North 44°25'45" East, 180.00 feet;

Thence departing said northerly line, South 45°34'15" East, 40.00;

Thence South 00°34'15" East, 49.50 feet;

Thence South 44°25'45" West, 110.00 feet;

Thence North 89°25'45" West, 49.50 feet;

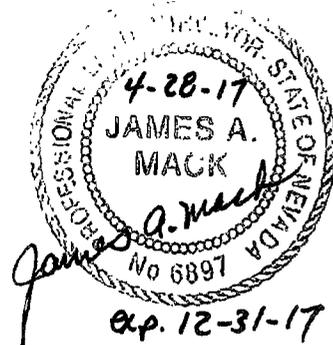
Thence North 45°34'15" West, 40.00 feet to the Point of Beginning.

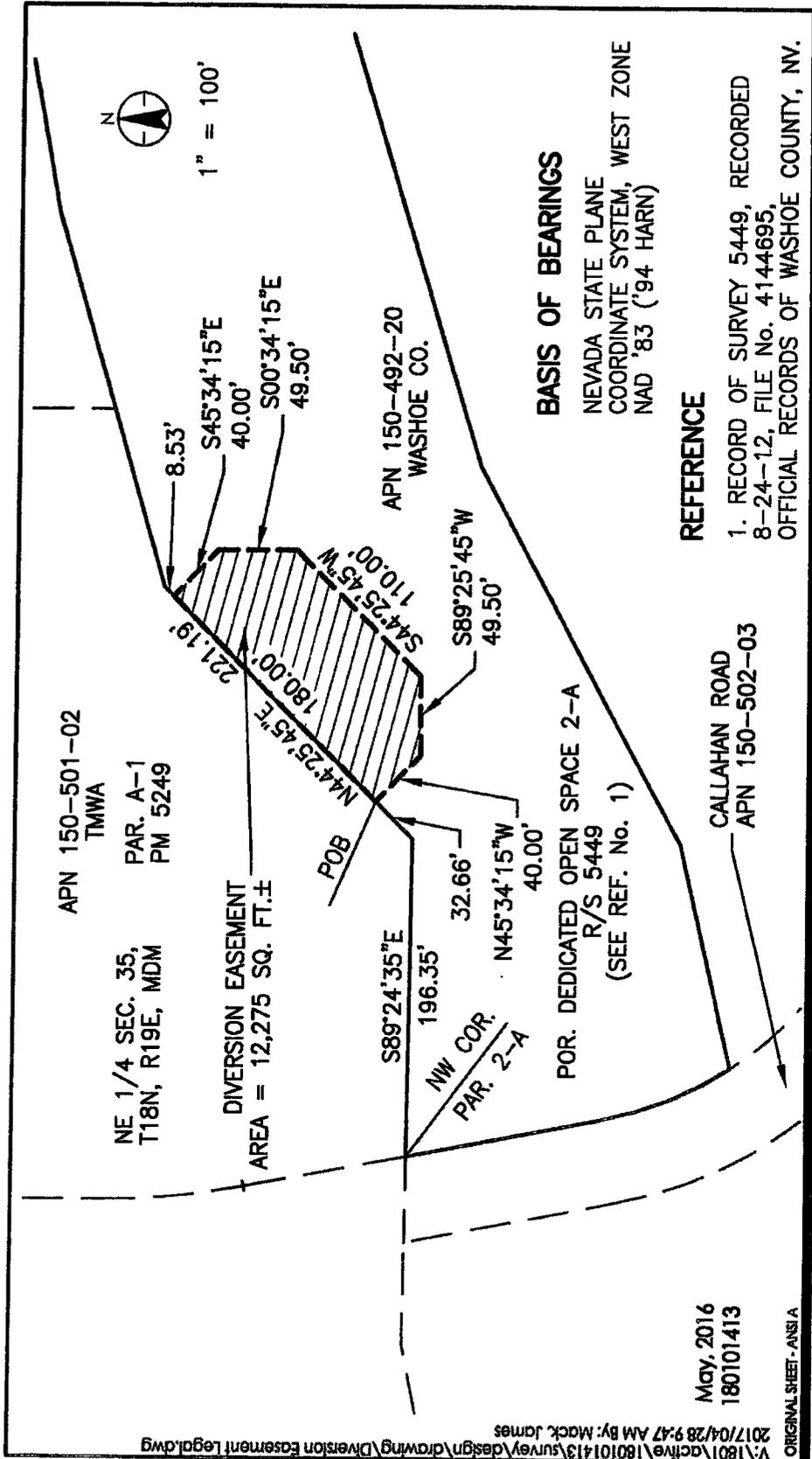
Containing an area of 12,275 square feet of land, more or less.

**BASIS OF BEARINGS:**

Nevada State Plane Coordinate System, West Zone, NAD '83 ('94 Harn).

Prepared By: James A. Mack, PLS 6897  
Stantec Consulting Services Inc.  
6995 Sierra Center Parkway  
Reno, Nevada 89511-2279  
(775) 850-0777





1" = 100'

**BASIS OF BEARINGS**

NEVADA STATE PLANE  
 COORDINATE SYSTEM, WEST ZONE  
 NAD '83 ('94 HARN)

**REFERENCE**

1. RECORD OF SURVEY 5449, RECORDED 8-24-12, FILE NO. 4144695, OFFICIAL RECORDS OF WASHOE COUNTY, NV.

Client/Project

TRUCKEE MEADOWS WATER AUTHORITY  
 WHITES CREEK  
 DIVERSION EASEMENT

Figure No.

Title

EXHIBIT "A-1"  
 MAP TO SUPPORT LEGAL DESCRIPTION

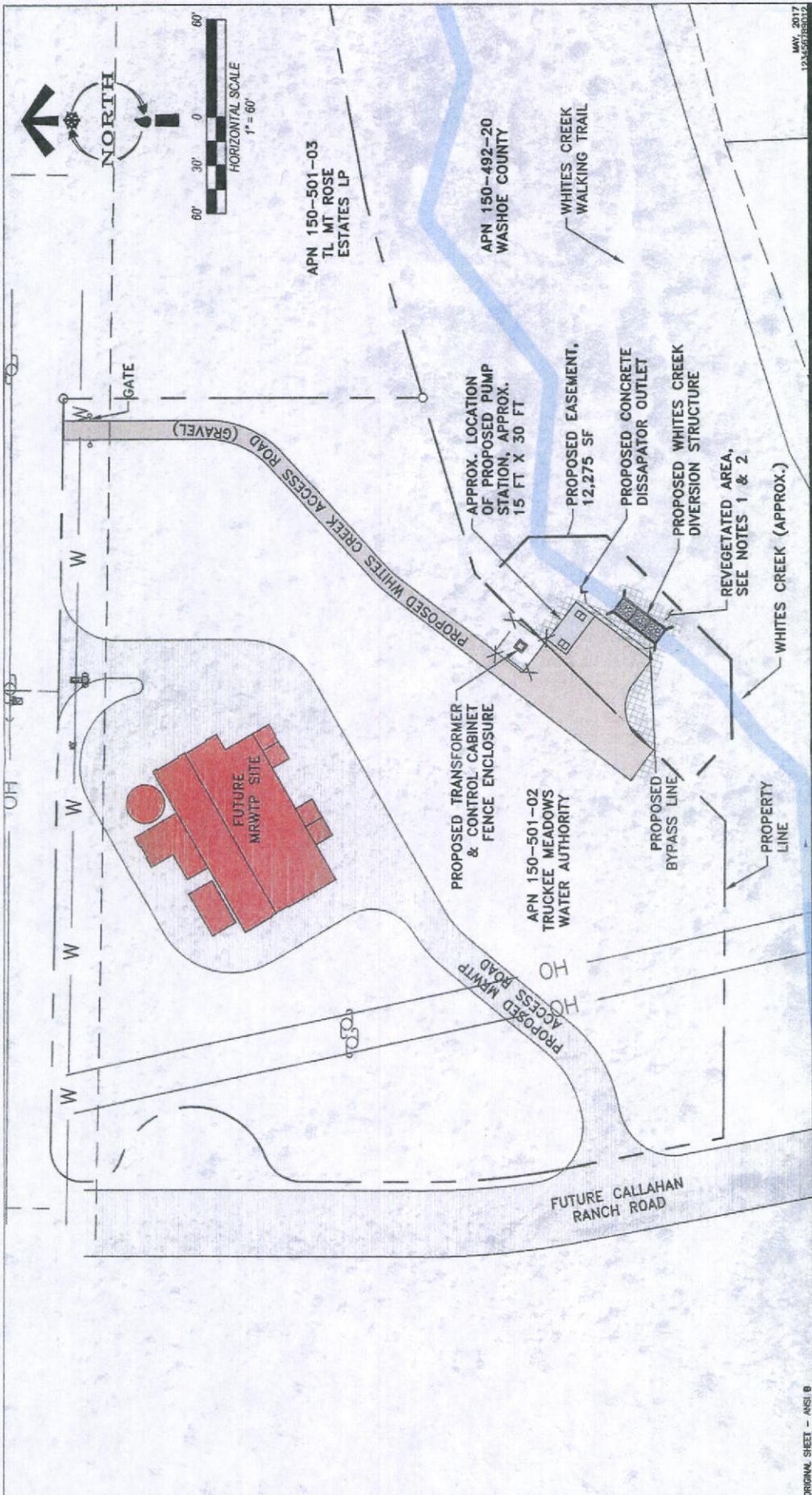
May, 2016  
 180101413

ORIGINAL SHEET - ANSI A

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 2017/04/28 9:47 AM BY: Mack James



6995 Sierra Center Parkway, Suite 200  
 Reno, Nevada, 89511  
 www.stantec.com



Client/Project: TRUCKEE MEADOWS WATER AUTHORITY  
 MAY, 2017  
 102450785012

Figure No. 01  
 Title: MT ROSE WATER TREATMENT PLANT SITE PLAN

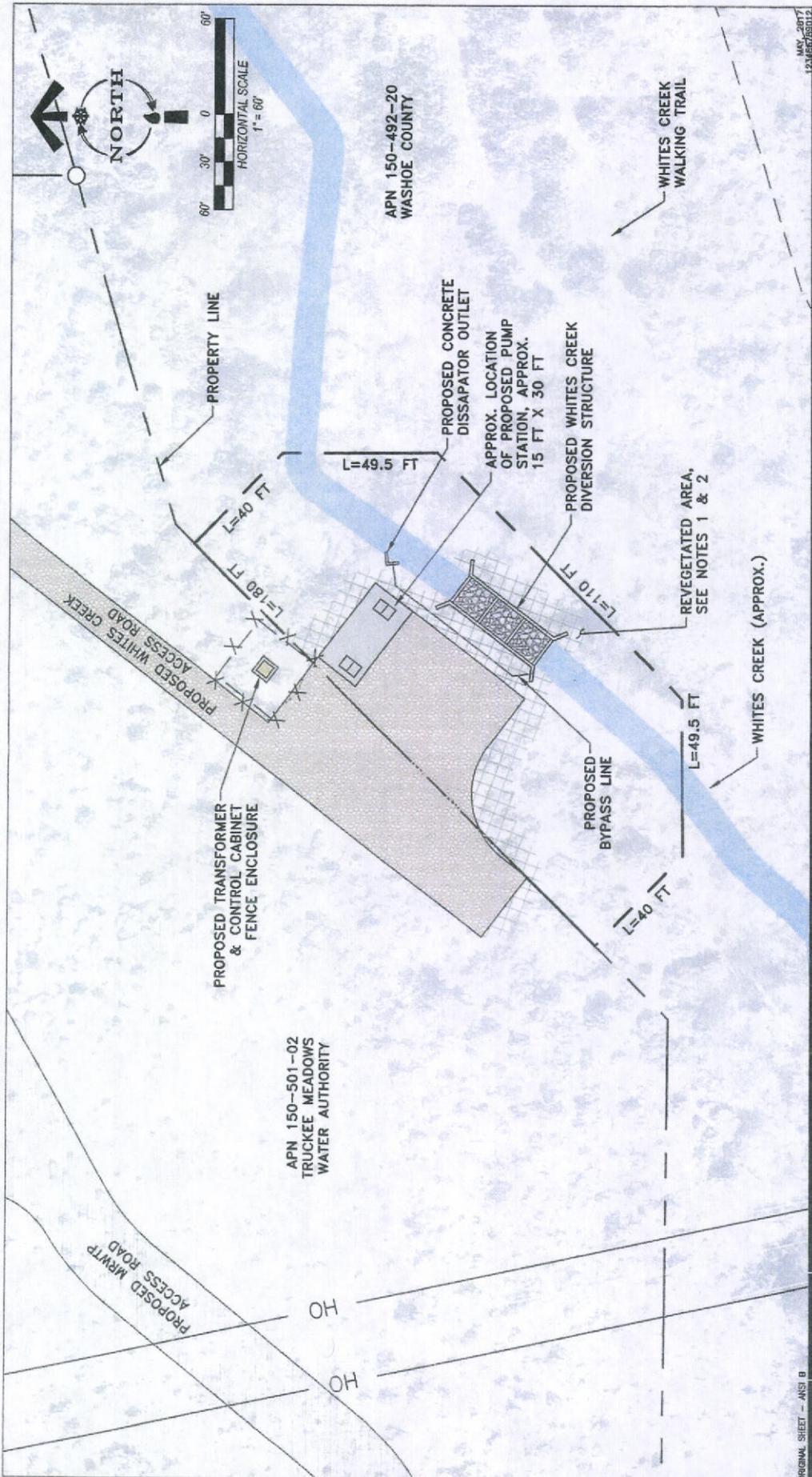
**Notes**

1. BARRIEN ZONE, SALVAGE TOPSOIL AND ORGANIC MATTER AND RE-APPLY OVER DECOMPACTED SOILS. BROADCAST REVEGETATION SEED MIX 1 AND INCORPORATE. INSTALL CORR. 70/700 EROSION CONTROL BLANKETS AND ANCHOR IN A NET TRENCH WITH WILLOW WATTLES, WILLOW POLES, AND WOODS ROSE.
2. UPLAND: SALVAGE TOPSOIL AND ORGANIC MATTER AND RE-APPLY OVER DECOMPACTED SOILS. BROADCAST REVEGETATION SEED MIX AND INCORPORATE BY RAKING TO DEPTH OF 1/4 - 1/2 INCH. APPLY WOOD CHIP ONE LAYER DEEP TO ACHIEVE 85 PERCENT (85%) COVER.

Slantec  
 6995 Sierra Center Plwy  
 Reno, NV 89511  
 Tel. 775.850.0777  
 Fax. 775.850.0787  
 www.slantec.com



ORIGINAL SHEET - ANSI B



City/Project: TRUCKEE MEADOWS WATER AUTHORITY  
 Figure No.: 02  
 Title: WHITES CREEK DIVERSION SITE PLAN

- Notes
1. RIPARIAN ZONE: SALVAGE TOPSOIL AND ORGANIC MATTER AND RE-APPLY OVER DECOMPACTED SOILS. BROADCAST REVEGETATION SEED MIX 1 AND INCORPORATE. INSTALL COIR 70/700 EROSION CONTROL BLANKETS AND ANCHOR IN A KEY TRENCH WITH WILLOW WATTLES, WILLOW POLES, AND WOODS ROSE.
  2. UPLAND: SALVAGE TOPSOIL AND ORGANIC MATTER AND RE-APPLY OVER DECOMPACTED SOILS. BROADCAST REVEGETATION SEED MIX AND INCORPORATE BY RAKING TO DEPTH OF 1/4 - 1/2 INCH. APPLY WOOD CHIP ONE LAYER DEEP TO ACHIEVE 85 PERCENT (85%) COVER.

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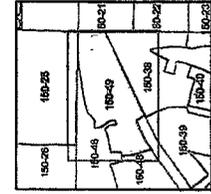
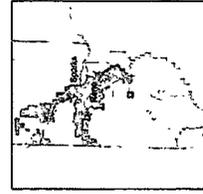


ORIGINAL SHEET - ANSI B

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 2017/05/19 4:26 PM By: Pearson, Elizabeth

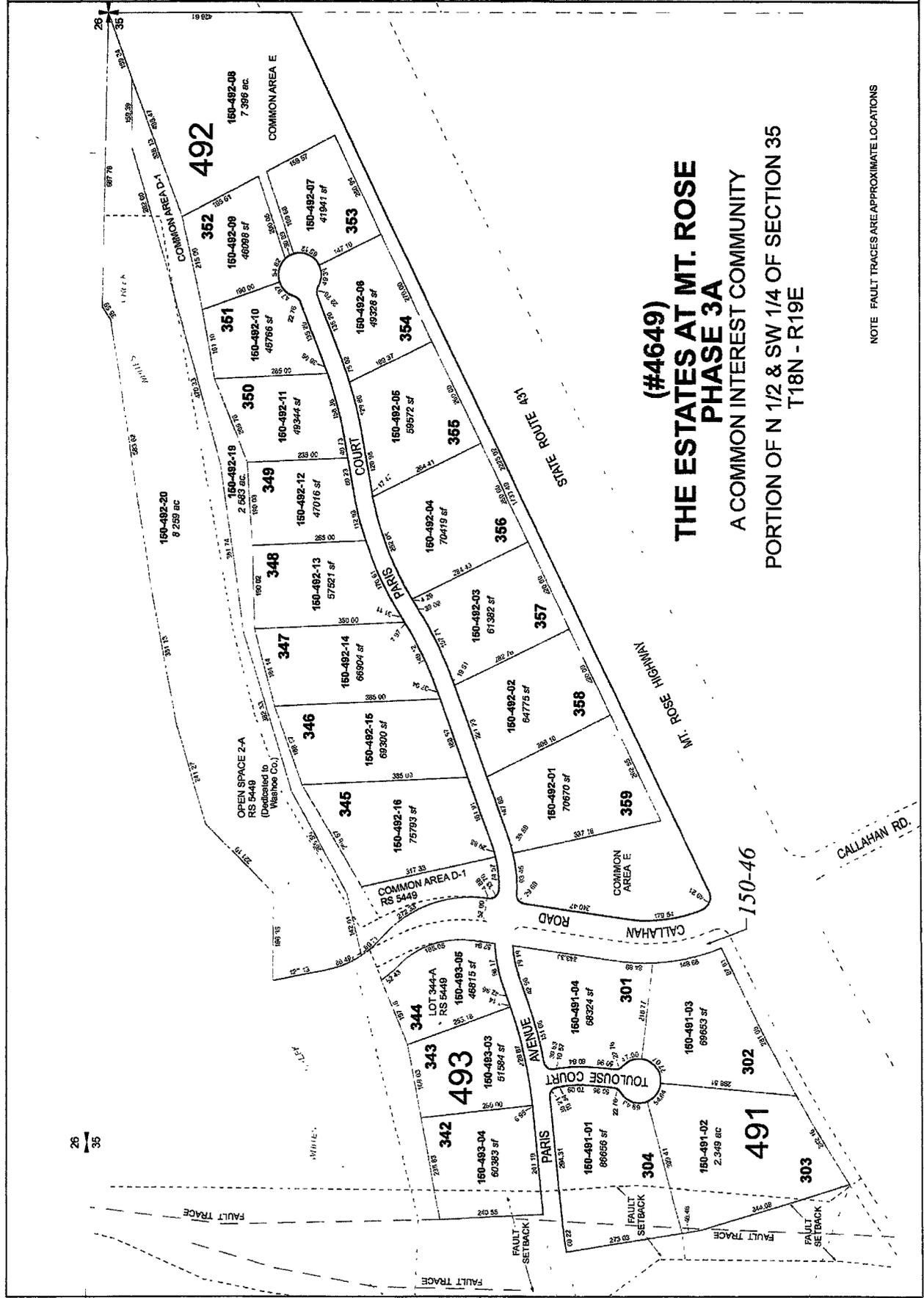
Assessor's Map Number  
**150-49**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Main Street  
Building D  
Reno, Nevada 89512  
(775) 339-5251



created by: KSB 2/28/11  
last updated: KSB 9/20/12  
area previously shown on map(s):  
150-10

NOTE: This map was prepared for the use of the Washoe County Assessor's Office. It does not represent a survey of the premises. No liability is assumed as to the substantiality or accuracy of the data furnished hereon.



**(#4649)**  
**THE ESTATES AT MT. ROSE**  
**PHASE 3A**  
A COMMON INTEREST COMMUNITY  
PORTION OF N 1/2 & SW 1/4 OF SECTION 35  
T18N - R19E

NOTE: FAULT TRACES ARE APPROXIMATE LOCATIONS

26  
35

FAULT TRACE

FAULT SETBACK

FAULT SETBACK

FAULT TRACE

FAULT SETBACK

**ANTHONY J. WREN AND ASSOCIATES**

P.O BOX 20867  
RENO, NEVADA 89515  
(775) 329-4221  
FAX (775) 329-5382

TONY WREN, MAI, SRA  
CERTIFIED GENERAL APPRAISER

SUSAN WREN  
CERTIFIED RESIDENTIAL APPRAISER

May 24, 2017

Heather Edmunson SR/WA, R/W-NAC  
Land Agent  
Washoe County  
P. O. Box 30013  
Reno, Nevada 89520-3013

RE: APN: #150-492-20, Callahan Road, Reno, Washoe County, Nevada  
Owner: Washoe County

Dear Ms. Edmunson:

At your request, I have completed an appraisal of and prepared the following appraisal report for the property referenced above. The purpose of my appraisal is to estimate the market value of the property and make a recommendation of compensation for the acquisition of a 12,275± square foot permanent diversion easement. The subject is identified as Assessor's Parcel Number 150-492-20. The larger property contains 8.26± acres. The property is owned by Washoe County.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within a three-year period immediately preceding acceptance of this assignment.

The report is intended to conform with Section 2-2(a) of the Uniform Standards of Professional Appraisal Practice and is considered to be an appraisal report.

The following is an appraisal report. It has been prepared in conformance with the reporting requirements of the Appraisal Foundation as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), as well as the Supplemental Standards required by the Appraisal Institute. My conclusions and the data and analysis upon which they are based are summarized in the attached appraisal report.

The value as of May 21, 2017, is:

**SUMMARY OF VALUE CONCLUSIONS**

(Accounting tabulation not indicative of appraisal method employed)

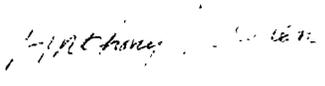
A.	Value of the whole, before the take:		\$180,000
B.	Value of the part taken, as part of the whole:		\$0.00
C.	Value of the remainder, as part of the whole:(A – B)		\$180,000
D.	Value of the remainder, after the take:		\$180,000
E.	Damages		\$0.00
	Severance damages (C – D)	\$0.00	
	Cost to cure damages	\$0.00	
F.	Other		\$3,100
	Diversion Easement	\$3,100	
G.	Total Value of the Part Taken (B + E + F)		\$3,100

Based on my inspection of the subject and a thorough research of the market, my conclusions and recommendation of compensation are as follows:

**THREE THOUSAND ONE HUNDRED DOLLARS**

**(\$3,100)**

Respectfully Submitted,



Anthony J. Wren, MAI, SRA  
Certified General Appraiser #A.0000090-CG