WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: November 29, 2023

DATE: November 17, 2023

TO: Open Space and Regional Parks Commission

FROM: Faye-Marie Pekar, Park Planner,
Community Services Dept., 328-3623, fpekar@washoecounty.gov

THROUGH: Eric Crump, Operations Division Director
Community Services Dept, 328-3625, ecrump@washoecounty.gov

SUBJECT: Presentation, discussion and possible recommendation to the Board of County Commissioners to approve an Easement Deed between Washoe County (grantor) and NV Energy (grantee): granting an easement totaling ±1,856 square feet to NV Energy on APN 162-010-20, in the Southwest Truckee Meadows Planning Area, for the placement of a new pole anchor to support the change in wire alignment of an existing power pole on Whites Creek Open Space. (Commission District 2.)

SUMMARY

Washoe County owns a ± 10.35 acre site (APN 162-010-20) located on Whites Creek Open Space between Zolezzi Lane and Jeppson Lane in the Southwest Truckee Meadows Planning Area. NV Energy is requesting a permanent easement totaling ±1,856 square feet to install a new pole anchor on an existing power pole to support the relocation of a pole and associated overhead wiring on the adjacent private parcel (APN 162-010-16) owned by Sierra Nevada Montessori School.

Washoe County Strategic Objective supported by this item: Economic Impacts: Support a thriving community.

PREVIOUS ACTION

December 15, 1944 – Prior to Washoe County ownership of Whites Creek Open Space APN 162-010-20, an easement was granted between F.W. Eccles (Grantor) and Sierra Pacific Power Company (Grantee) for a power line extension to the Pachecco Ranch south of Reno.

BACKGROUND

Washoe County through its Community Services Department has received a parkland easement request from NV Energy for a permanent easement on Whites Creek Open Space (APN 162-010-20) to install a new pole anchor and change the direction of overhead wire alignment on an existing power pole. The request was prompted by Sierra Nevada Montessori School who owns the adjacent parcel (APN 162-010-16) and is planning site improvements to their property. This easement would support the schools future site improvements as an existing pole on the schools property is leaning and must

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be replaced and relocated on site. With the power pole relocation on the Sierra Nevada Montessori School property, the alignment of the overhead wire will need to adjust to connect to the new pole location. The existing pole on Washoe County Whites Creek Open Space will need an additional anchor installed to accommodate the new alignment of the overhead wire that will lead to the new pole location at Sierra Nevada Montessori School. NV Energy is proposing three days of construction for this project.

After evaluation, staff have determined that the proposed easement is consistent with the Parkland Easement Policy and is complementary with planned uses and will benefit public safety and welfare. No appraisal was required as it will not limit any future uses and the cost of conducting the appraisal would have been significantly greater than the value of the easement area itself. Additionally, this project serves a public benefit.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

It is recommended that the Park Commissioners recommend that the Board of County Commissioners approve an Easement Deed between Washoe County (grantor) and NV Energy (grantee): granting an easement totaling ±1,856 square feet to NV Energy on APN 162-010-20, in the Southwest Truckee Meadows Planning Area, for the placement of a new pole anchor to support the change in wire alignment of an existing power pole on Whites Creek Open Space.

POSSIBLE MOTION

Should the Commissioners agree with staff's recommendation, a possible motion would be: "Move to recommend that the Board of County Commissioners approve an Easement Deed between Washoe County (grantor) and NV Energy (grantee): granting an easement totaling ±1,856 square feet to NV Energy on APN 162-010-20, in the Southwest Truckee Meadows Planning Area, for the placement of a new pole anchor to support the change in wire alignment of an existing power pole on Whites Creek Open Space."

APN(s): 162-010-20

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

Washoe County, a political subdivision of the State of Nevada, ("**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.

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]

GRANTOR:

WASHOE COUNTY

_____
SIGNATURE

By: _____
PRINT NAME

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by _____as

_____ of Washoe County.

_____
Signature of Notarial Officer

Notary Seal Area →

APN(s): 162-010-20
RW# 0854-2023
Proj. # 3010771167
Project Name: E-685-687 ZOLEZZI LN-FP-COMM-E-SIERRA NEVADA MONTESSORI SCHOOL
GOE (Rev. 2017)