

BOARD OF REGENTS BRIEFING PAPER

1. Agenda Item Title: Approval of an easement granted to the City of Henderson for the purpose of maintaining an existing recreational path

Meeting Date: June 5-6, 2014

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Nevada State College and the City of Henderson have been partners from the campus' inception. The City and NSC have jointly prepared and adopted a campus mater plan to develop the college and adjacent City lands in a harmonious manner. The City constructed a recreational trail along the Union Pacific Railroad bed. The trail serves both the community and Nevada State College constituents. The City is requesting an easement to maintain and repair the trail as necessary.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

President Bart Patterson requests approval of an easement to the City of Henderson for the purpose of maintaining and improving a recreational trail.

4. IMPETUS (WHY NOW?):

The City of Henderson owns the rights to all other lands on which the trail resides. The easement will allow for maintenance of the trail.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- NSC has partnered with the City of Henderson in the development of the campus
- The recreational trail benefits the NSC faculty, staff and students
- The trail is built along a railroad grade that would have limited use otherwise due to rights provided to the railroad

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- The College may want the land for alternative uses that do not conflict with the railroad rights

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

- Do not grant an easement and allow the trail to degrade
- Request or otherwise force the City to remove the trail
- Allow the City to maintain the trail without the presence of an easement

8. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 9
 Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
 Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
 Other: _____

Fiscal Impact: Yes _____ No X _____

Explain: There is no cost to the institution for granting the easement. The easement contains approximately 3.25 acres of surface area which is currently valued at \$325,000. However, the recreation trail already exists on the property and there are no alternative plans for the land due to rights afforded by the BLM to the San Pedro, Los Angeles and Salt Lake Railroad.

APN: 189-03-110-002

WHEN RECORDED MAIL TO:

City of Henderson

Public Works – Survey/Right-of-Way

240 Water Street

P.O. Box 95050, MS 131

Henderson, NV 89009-5050

C:\Users\5002522065\Documents\2014\contracts\City of Henderson Trail Easement final clean.docx

ROW: _____

For Recorder Use Only

PUBLIC TRAIL EASEMENT

We, **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the NEVADA STATE COLLEGE**, hereinafter referred to as GRANTOR, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, its successors, assigns, lessees, licensees and agents; hereinafter referred to as GRANTEE, an easement for the UPRR Trail facilities, including the right to survey, construct, operate, remove, repair, replace, add to and maintain the trail upon and across the parcel(s) hereinafter described in Exhibits “A” and “B” and the right of public ingress and egress to and from said parcel(s). Grantor reserves the right to occupy and use the property for all purposes, not inconsistent with the rights herein granted. To the extent limited in accordance with Chapter 41 of the Nevada Revised Statutes and other applicable law, Grantee shall indemnify, defend, and hold harmless Grantor from any against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorney's fee, arising directly or indirectly from any act or failure to act by Grantee, its officers, employee or agents related to the use of the easement area.

*(SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED
HERETO AND BY REFERENCE MADE A PART HEREOF)*

Grantee shall maintain easement area is a good, clean and sanitary condition, free from waste or litter and any condition that is offensive to public health, safety or welfare or that constitutes a nuisance. The Grantee shall notify the Grantor 48 HOURS IN ADVANCE OF ANY AND ALL WORK to be performed within easement area. The Grantor shall notify the CITY OF HENDERSON 48 HOURS IN ADVANCE OF ANY AND ALL WORK to be performed within easement area that could interfere with trail operation.

The easement hereby granted shall automatically terminate in the event Grantor or another public entity (other than Grantee) with condemning authority determines that the easement area is needed for another public use inconsistent with the easement hereby granted and completes the condemnation of the easement area. In the event of threatened or actual condemnation of the easement area, any and all compensation related to full or partial condemnation shall inure to Grantor.

APN: 189-03-110-002
Grant of Easement
Page 2

WITNESS my hand this ____ day of _____, 2014.

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on
behalf of the NEVADA STATE COLLEGE, BY:**

Kevin J. Page
Chairman

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by **Kevin J. Page** as
**Chairman of BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION on behalf of the NEVADA STATE COLLEGE.**

Notary Public in and for said County and State.
My commission expires: _____

APN: 189-03-110-002

EXHIBIT "A"

Easement

A portion of Lot 1 of the Final Map of Nevada State College recorded in Book 135, Page 84 of Plats, in the Office of the Recorder, Clark County, Nevada, and located in the Northeast Quarter (NE 1/4) of Section 3, Township 23 South, Range 63 East, M.D.M., City of Henderson, Clark County, Nevada, more particularly described as follows:

Commencing at the northeast corner of said Lot 1, also being the northeast corner of said Section 3; Thence South 89°21'28" West 659.97 feet along the northerly line of said section and said lot; Thence South 89°26'33" West 90.72 feet along the northerly line of said Lot 1 to a point on the northerly right-of-way line of the Union Pacific Railroad, said point being the **Point of Beginning**;

Thence South 64°06'33" East 566.59 feet along said northerly right-of-way line to a point on the southeasterly line of said Lot 1; Thence South 54°03'49" West 226.88 feet along said southeasterly line to a point on the southerly right-of-way line of said Union Pacific Railroad; Thence North 64°06'33" West 861.52 feet along said southerly right-of-way line to a point on the northerly line of said Section 3 and Lot 1; Thence North 89°26'33" East 449.04 feet along said northerly line to the **Point of Beginning**;

Containing 142,811.7 square feet (3.28 acres), more or less

See Exhibit "B", a part hereof

Basis of Bearing: North 89°21'28" East being a portion of the north line of said Lot 1, Section 3, Township 23 South, Range 63 East, M.D.M., City of Henderson, Clark County, Nevada, as shown in Book 135, Page 84 of Parcel Maps, Clark County, Nevada.

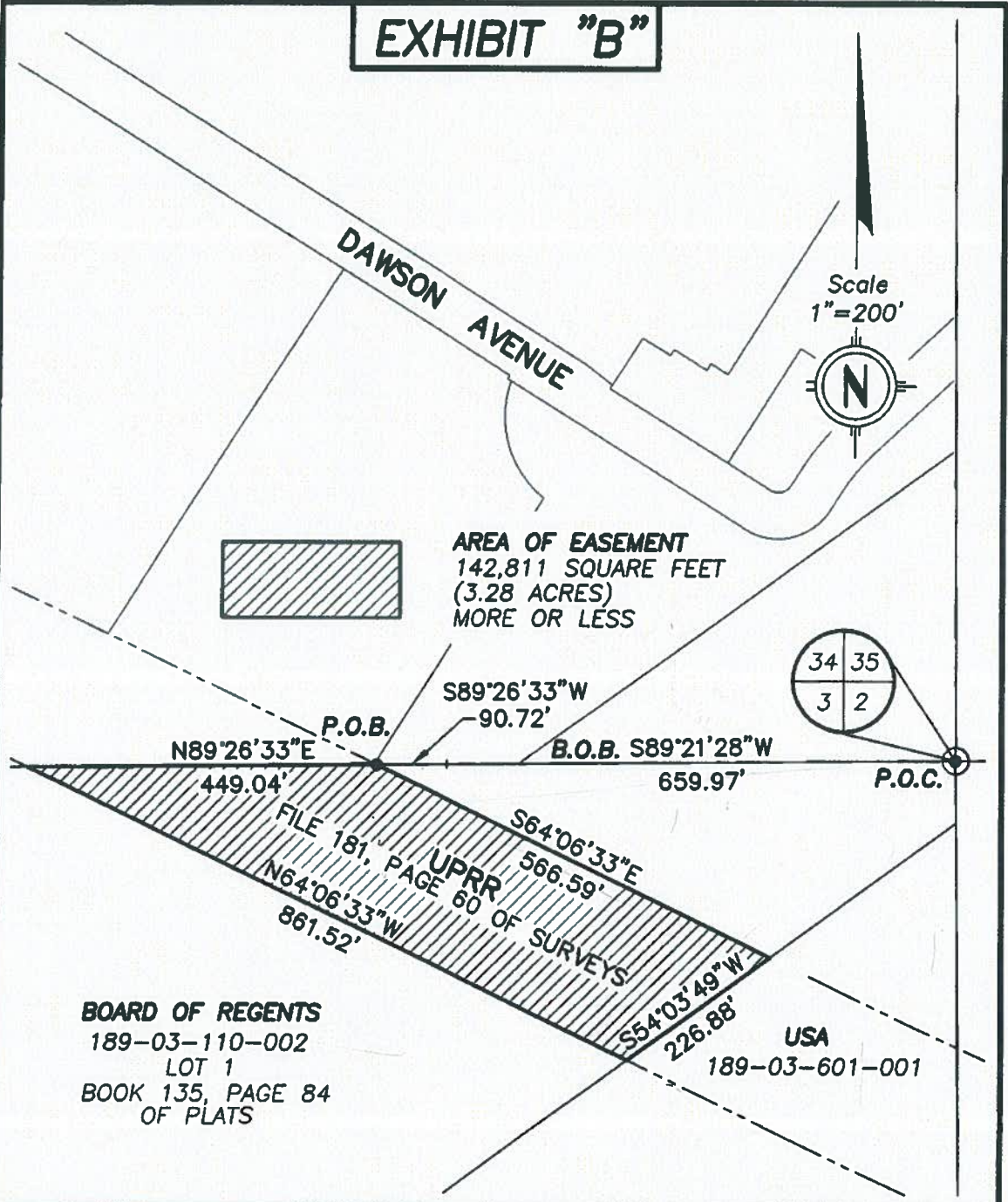
Prepared by/Checked by:
Wendy M. Anderson/Michael Kidd, P.L.S.
City of Henderson
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050



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Page 1 of 1

EXHIBIT "B"



FILE NAME: \Survey\Legals\StateCollege\ExhibitBrev.dwg

SHEET 1 OF 1

CITY OF HENDERSON—SURVEY DIVISION
240 WATER STREET
HENDERSON, NV 89015
702-267-1300

EXHIBIT "B"
APN 189-03-110-002
PTN OF NE 1/4, SEC. 3, T23S, R63E