

BOARD OF REGENTS BRIEFING PAPER

1. AGENDA ITEM TITLE:

AUTHORIZATION TO RELEASE AN EASEMENT RELATED TO 1701 BUCKEYE ROAD, MINDEN, NV - WNC

2. MEETING DATE: September 5, 2024

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Western Nevada College's Douglas campus ("WNC"), located at 1680 Bently Parkway, Minden, NV 89423 currently possesses a 60' wide strip of land for access purposes (the "Easement") on the adjacent parcel. The adjacent parcel, located at 1701 Buckeye Road, Minden, NV 89423 has recently been purchased and the new owners, Minden RV & Boat Storage, LLC., have requested the abandonment of the Easement in order to begin development of their newly acquired parcel. Minden RV & Boat Storage, LLC will pay any title/recording fees associated with the release and has offered to provide a \$50,000 endowment to the WNC Foundation as consideration for the Easement release.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Western Nevada College President J. Kyle Dalpe will request approval to release the easement located at 1701 Buckeye Road, Minden, NV 89423, Parcel 1320-27-002-033. In consideration of abandonment of this easement, Western Nevada College Foundation will receive an endowment of \$50,000 to benefit students. President Dalpe further requests that he or his designee be granted authority to finalize and execute the release of easement, any non-material or corrective amendments thereto and any other ancillary agreements or documents that may be required to implement the release of the easement. Any such amendments and ancillary documents shall be reviewed and approved by the NSHE Chief General Counsel, or at the NSHE Chief General Counsel's request, NSHE Special Real Property Counsel, to confirm that they are necessary in order to implement the terms and conditions required to finalize the release of easement as approved by the Board of Regents.

4. IMPETUS (WHY NOW?):

As the adjacent property has been newly acquired, the new owners are in need of this easement release in order to move forward with the development of their parcel.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

Access (Increase access to higher education)

Success (Improve student success)

Close Institutional Performance Gaps

Workforce (Meet workforce needs in Nevada)

Research (Increase solutions-focused research)

Coordination, Accountability, and Transparency (Ensure system coordination, accountability, and transparency)

Not Applicable to NSHE Strategic Plan Goals

6. INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

The consideration offered to Western Nevada College in exchange for this easement release will increase access and success with funds to support our students.

7. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- WNC does not have a need for easement access.
- Endowment will provide future benefit to students of WNC through scholarships.

8. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None have been brought forward.

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

N/A

10. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

The Chancellor's Office recommends for approval.

11. COMPLIANCE WITH BOARD POLICY:

- ☐ Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1(9), Table 9.1
- ☐ Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
- ☐ Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
- ☐ Other: _____
- Fiscal Impact: Yes No X

Explain:

APN: a portion of 1320-27-002-033

Recording Requested by and

When Recorded Mail To:

Minden RV & Boat Storage LLC
c/o D&A Management LLC
5255 Longley Ln., Ste. 101
Reno, Nevada 89511

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

TERMINATION AND ABANDONMENT OF EASEMENT

THIS TERMINATION AND ABANDONMENT OF EASEMENT (the "Agreement") is executed as of the 30th day of July, 2024, by the Nevada System of Higher Education Board of Regents, acting on behalf of Western Nevada College, which acquired title to the real property more fully described below, as the University and Community College System of Nevada Board of Regents ("NSHE").

RECITALS:

A. Minden RV & Boat Storage LLC, a Nevada limited liability company ("Minden," and together with NSHE, the "Parties") is the owner of that certain parcel of that certain ± 13.81 acres, more or less, of real property commonly referred to as 1701 Buckeye Road, Minden, Nevada 89423 (APN 1320-27-002-033), as such real property is more particularly described on Exhibit A attached hereto and incorporated by reference (the "Burdened Property").

B. The Burdened Property is subject to that certain 60' Access Easement, as such easement is more particularly described on Exhibit B-1 and depicted on Exhibit B-2, each attached hereto and incorporated by reference (the "Access Easement"), created by that certain Final Map of Bently Science Park, recorded in the Official Records of Douglas County, Nevada, on December 12, 1995, as Document No. 376672 (the "Parcel Map"), for the benefit of that certain real property commonly referred to as 1680 South Bently Parkway, Minden, Nevada 89423 (APN 1320-27-002-034), as such real property is more particularly described on Exhibit C attached hereto and incorporated by reference (the "Benefitted Property").

C. Other than the Parcel Map, the Parties have parties have been unable to locate any other documents related to the terms or conditions of the Access Easement.

D. NSHE is the current owner of the Benefitted Property.

E. NSHE desires to terminate, abandon, relinquish and reconvey all of its right, title and interest in and to the Access Easement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, NSHE and Minden agree as follows.

1. Release of Access Easement. NSHE hereby terminates, abandons, quitclaims, releases, reconveys, remises and relinquishes any and all right, title and interest that it may have in the Access Easement, or the Burdened Property, in its "AS IS" condition unto any and all persons legally entitled

thereto, it being the express intention of NSHE hereunder to forever terminate, abandon, quitclaim, release, reconvey, remise, relinquish and extinguish whatever interest it may have in the Access Easement, or the Burdened Property, in its entirety, and to fully release the Burdened Property from any obligations and burdens of the Access Easement inuring to NSHE or the Benefitted Property, such that the Access Easement, to the extent it runs to the benefit of NSHE or the Benefitted Property, shall have no further force or effect whatsoever with respect to the Burdened Property.

2. Disclaimer of Warranties. Each Party acknowledges and agrees that in entering into this Agreement, and providing any consideration in connection herewith, that such Party is not relying on any representations or warranties made by the other Party, and each Party hereby disclaims any and all representations and warranties of any kind, express or implied, with respect to the subject matter hereof.

3. Miscellaneous Matters.

a. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. Exclusive venue for any action brought regarding this Agreement shall be in the state and federal courts located in Washoe County, Nevada.

b. Waiver of Terms and Conditions. The failure of the Minden or NSHE to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the Minden or NSHE of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

c. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, legal representatives, successors-in-title, other successors and assigns whether by voluntary action of the parties or by operation of law.

d. Amendment. This Agreement may only be amended or modified by written agreement duly executed by the Parties.

e. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart executed by any of the undersigned, together with all other counterparts so executed, shall constitute a single instrument and agreement of the Parties.

f. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

g. Interpretation. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both other genders. The word "include" shall be interpreted to mean "include without limitation" and the word "including" shall be interpreted to mean "including without limitation." The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the

same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The Parties agree that all Parties participated in the negotiation and drafting of this Agreement and that this Agreement shall not be construed against any Party as a result of such Party's role in the drafting of this Agreement.

h. Rights Cumulative. All rights, powers, remedies and privileges conferred hereunder upon the Parties shall be cumulative and not restrictive to those given by law or in equity unless otherwise expressly limited.

i. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, whether oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto.

[Signature appears on following page]

[Signature page to Termination and Abandonment of Easement]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Abandonment of Easement to be executed the day and year first above written.

Nevada System of Higher Education Board of Regents, for the benefit of Western Nevada College, who acquired title as University and Community College System of Nevada Board of Regents

By: _____

Print: _____

Its: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 2024, before me, a notary public in and for said State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

NOTARY PUBLIC

Exhibit A

Legal Description of Burdened Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MINDEN, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Southwest 1/4 of Section 27 and the Southeast 1/4 of Section 28, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING a point on the Southerly right-of-way line of Buckeye Road which bears S. 13°56'22" E., 75.79 feet from the West 1/4 corner of said Section 27;

Thence along said right-of-way, S. 89°29'43" E., 590.47 feet;

Thence continuing along said right-of-way, 31.39 feet along the arc of a curve to the right, having a central angle of 89°55'41" and a radius of 20.00 feet, (chord bears S. 44°31'52" E., 28.27 feet) to a point on the Westerly right-of-way line of Bently Parkway South;

Thence along said Westerly right-of-way, S. 00°25'59" W., 129.75 feet;

Thence continuing along said right-of-way, 77.16 feet along the arc of a curve to the left, having a central angle of 34°00'32" and a radius of 130.00 feet, (chord bears S. 16°34'17" E., 76.04 feet);

Thence S. 55°36'01" W., 34.55 feet;

Thence S. 00°00'00" E., 332.09 feet to a point on the Northerly boundary line of Lot 1, Block "G", as shown on Final Map of Bently Science Park, Document No. 376672, of the Douglas County Recorder's Office;

Thence along the Northerly line of said Lot 1, S. 90°00'00" W., 221.36 feet to the Northwest corner thereof;

Thence along the West boundary line of said Lot 1, S. 00°00'00" W., 571.73 feet to the Southwest corner thereof;

Thence along the Southerly and Westerly boundary lines of said Block "G" the following four courses;

1.) S. 84°56'49" W., 285.33 feet;

2.) N. 86°35'25" W., 124.86 feet;

3.) N. 00°22'39" E., 1149.17 feet;

4.) 31.46 feet along the arc of a curve to the right, having a central angle of 90°07'38" and a radius of 20.00 feet, (chord bears N. 45°26'28" E., 28.32 feet) to the POINT OF BEGINNING.

APN: 1320-27-002-033

Note: Document No. 2021-971929 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1320-27-002-033

Exhibit B-1

Legal Description of Access Easement

**60' ACCESS EASEMENT PER DOC. NO. 376672
(OVER APN 1320-27-002-033)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A sixty-foot (60') wide strip of land for access purposes located within a portion of Section 27, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the southwest corner of Block 'G' as shown on the Final Map of Bently Science Park filed for record December 12, 1995, in the office of Recorder, Douglas County, Nevada as Document No. 376672, said point also being the southeasterly terminus of Mid Valley Boulevard as shown on said Document No. 376672;

thence along the easterly line of said Mid Valley Boulevard, North 00°22'39" East, 279.99 feet to the southwesterly corner of said sixty-foot (60') access easement, the POINT OF BEGINNING;

thence continuing along said easterly line of Mid Valley Boulevard, North 00°22'39" East, 60.00 feet;

thence EAST, 406.62 feet to a point on the easterly boundary of said Block 'G';

thence along said easterly boundary of Block 'G', SOUTH, 60.00 feet;

thence WEST, 407.02 feet to the POINT OF BEGINNING, containing 24,409 square feet, or 0.56 acres, more or less.

The basis of bearing for this description is identical to the Final Map of Bently Science Park filed for record December 12, 1995, in said office of Recorder, as Document No. 376672.

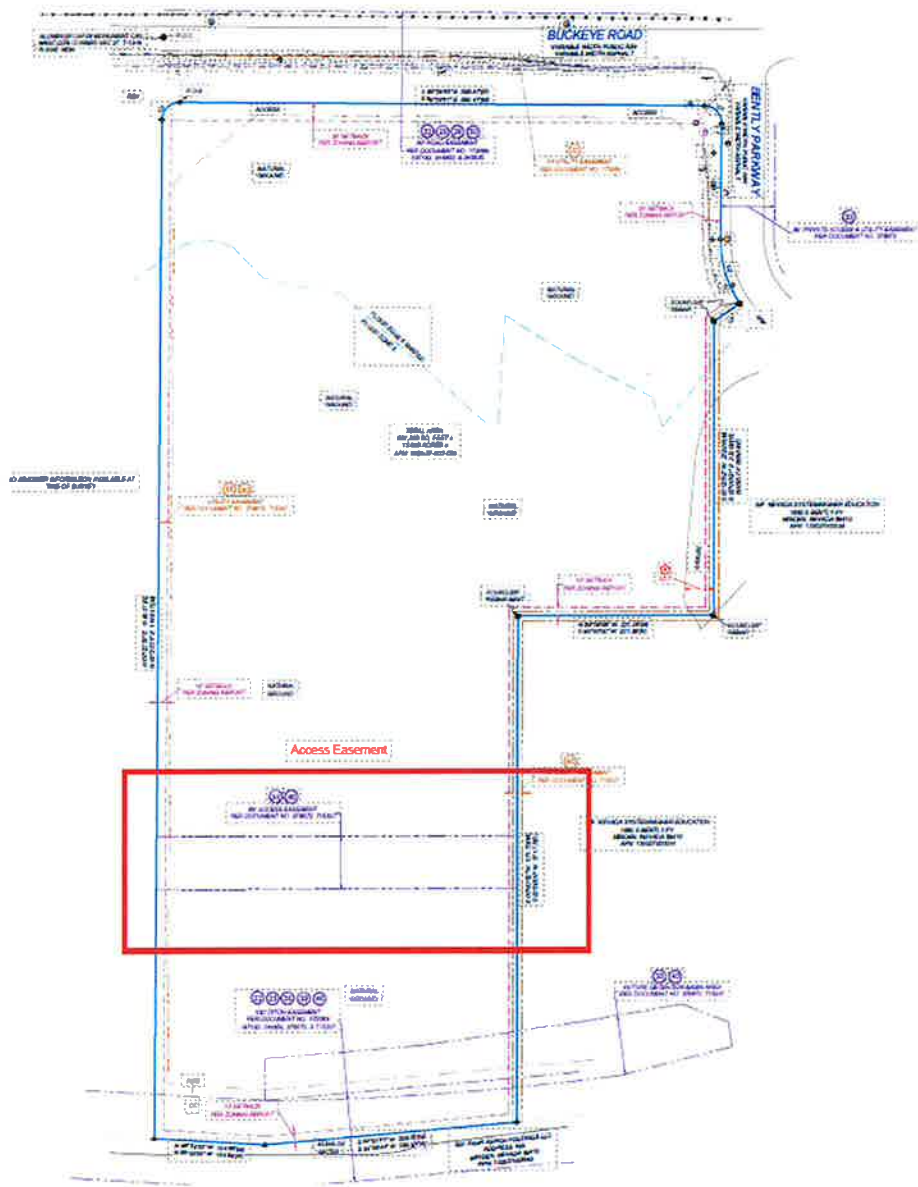
Description prepared by:

Cory J. Kleine, P.L.S.
Professional Land Surveyor
PO Box 551
Wellington, NV 89444



Exhibit B-2

Depiction of Access Easement



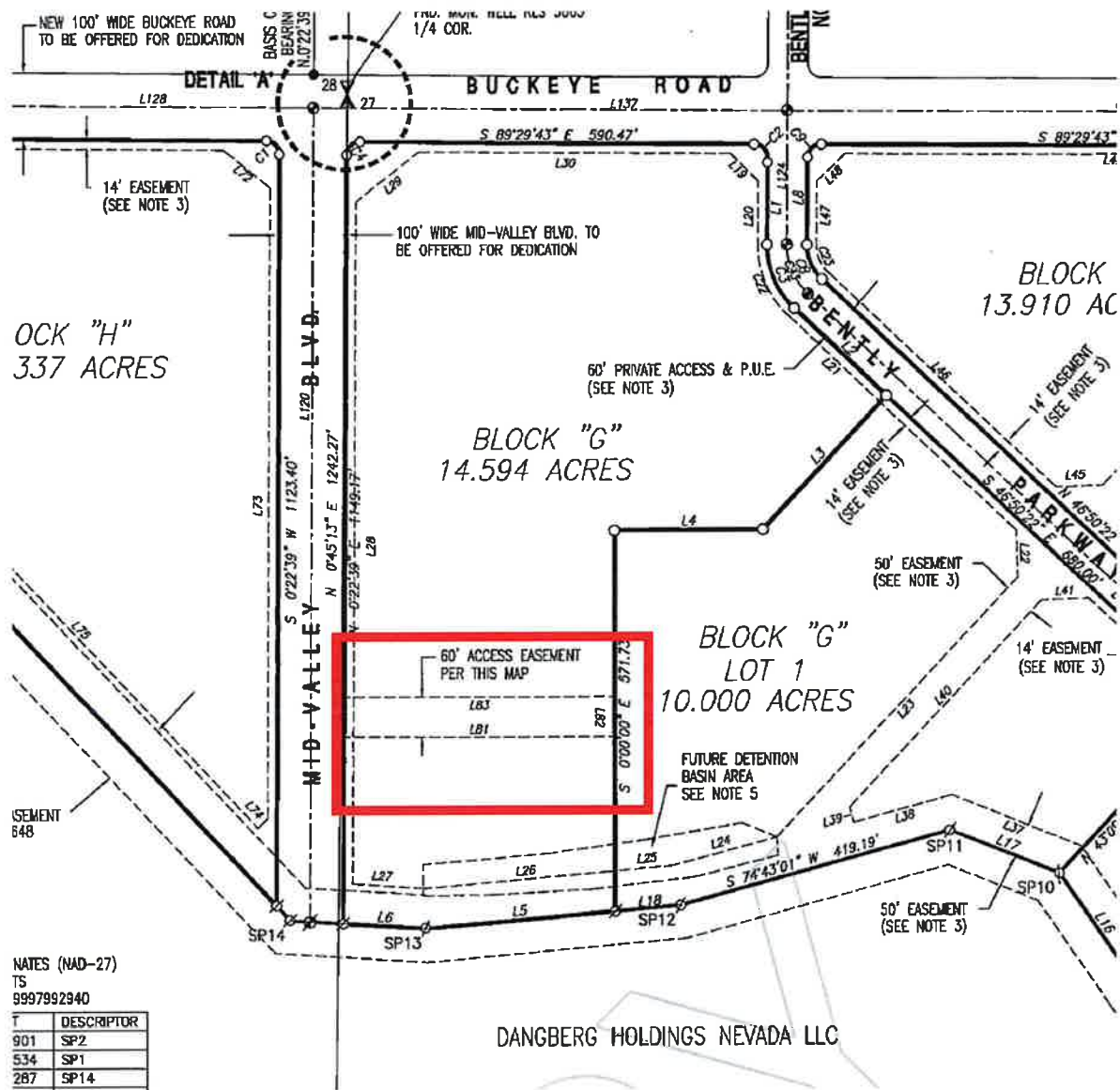


Exhibit C

Legal Description of Benefitted Property

WNCC LLA 07-184.1
NEW WESTERN NEVADA COMMUNITY COLLEGE PARCEL
LEGAL DESCRIPTION

October 3, 2007

A parcel of land located within a portion of the Southwest 1/4 of Section 27, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING a point on the Westerly right-of-way line of Bently Parkway South which bears S. 65°05'17" E., 715.84 feet from the West 1/4 corner of said Section 27;

thence along said right-of-way, 30.09 feet along the arc of a non-tangent curve to the left, having a central angle of 13°15'49" and a radius of 130.00 feet, (chord bears S. 40°12'27" E., 30.03 feet);

thence continuing along said right-of-way, S. 46°50'22" E., 869.89 feet to the most Northerly corner of Block "K" as shown on the Final Map of Bently Science Park, Document No. 376672, of the Douglas County Recorder's Office;

thence along the Northwesterly boundary line of said Block "K" S. 43°09'38" W., 345.59 feet to the most Westerly corner thereof;

thence along the Southerly boundary line of Lot 1, Block "G" as shown on said Final Map the following three courses:

- 1) N. 68°14'17" W., 177.71 feet;
- 2) S. 74°43'01" W., 419.19 feet;
- 3) S. 84°56'49" W., 98.36 feet to the Southwesterly corner of said Lot 1;

thence along the Westerly boundary line of said Lot 1 the following two courses:

- 5) N. 00°00'00" E., 571.73 feet;
- 6) N. 90°00'00" E., 221.36 feet;

thence N. 00°00'00" W., 332.09 feet;

thence N. 55°36'01" E., 34.55 feet to the POINT OF BEGINNING.

Containing 10.788 Acres, more or less.



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BK- 1207
PG- 5745

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DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

Basis of Bearing:

The centerline of Bently Parkway South per the Final Map of Bently Science Park,
Document No. 376672, of the Douglas County Recorder's Office (S. 46°50'22" E.).

PREPARED BY:

Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
P.O. Box 11796
212 Elks Point Road, Suite 443
Zephyr Cove, NV 89448



10-3-07



BK- 1207
PG- 5746
12/27/2007

**WNCC LLA 07-184.1
AJUSTMENT PORTION
LEGAL DESCRIPTION**

October 3, 2007

A parcel of land located within a portion of the Southwest 1/4 of Section 27, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING a point on the Westerly right-of-way line of Bently Parkway South which bears S. 65°05'17" E., 715.84 feet from the West 1/4 corner of said Section 27;

thence along said right-of-way 30.09 feet along the arc of a non-tangent curve to the left, having a central angle of 13°15'49" and a radius of 130.00 feet, (chord bears S. 40°12'27" E., 30.03 feet);

thence continuing along said right-of-way S. 46°50'22" E., 189.89 feet to the most Northerly corner of Lot 1, Block "G" as shown on the Final Map of Bently Science Park, Document No. 376672, of the Douglas County Recorder's Office;

thence along the Northwesterly line of said Lot 1, S. 43°09'38" W., 272.51 feet;

thence N. 00°00'00" W., 332.09 feet;

thence N. 55°36'01" E., 34.55 feet to the POINT OF BEGINNING;

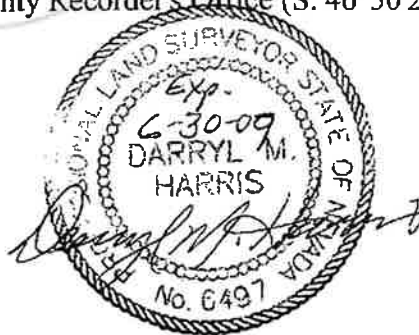
Containing 34324 Square Feet, 0.788 Acres, more or less.

Basis of Bearing:

The centerline of Bently Parkway South per the Final Map of Bently Science Park, Document No. 376672, of the Douglas County Recorder's Office (S. 46°50'22" E.).

PREPARED BY:

Darryl M. Harris, P.L.S. #6497
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Zephyr Cove, NV 89448



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