

APNs: 083-024-06; 528-020-41

Recording Requested By, and
After Recordation Return To:

Toll North Reno LLC
Attn: Jeff Borchardt
9433 Double Diamond Parkway
Reno, NV 89521

**EASEMENT DEED
GRANT OF SLOPE AND LANDSCAPE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF SLOPE AND LANDSCAPE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (“Deed”) is entered into this ___ day of _____, 2022, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“County”), and Toll North Reno LLC, a Nevada limited liability company (“Grantee”).

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property situated in the County of Washoe, State of Nevada, currently Assessor's Parcel Number 083-024-06, commonly known as Lazy 5 Regional Park (“County Property”), including property identified and described in Exhibit “A” (“Slope and Landscape Easement Area”) and property identified and described in Exhibit “B” (“Temporary Construction Easement Area”), attached hereto and made a part hereof; and

WHEREAS, Grantee desires from County a permanent and non-exclusive easement over the Slope and Landscape Easement Area and a temporary construction easement over the Temporary Construction Easement Area to support the neighboring Stonebrook West housing development to the north of the County Property; and

WHEREAS, County desires to grant said easements for and in consideration of the proposed mitigation, to include landscaping and revegetation of the Slope Easement Area and trail improvements as more particularly described in Exhibit “C” attached hereto (the “Mitigation”).

NOW THEREFORE, the parties, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Grant of Easement. County hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement and right of way in gross in, on, over, under, and across the Slope and Landscape Easement Area to access, construct, alter, maintain, inspect, repair, reconstruct, and operate a 3:1 landscaped slope and any other facilities or appurtenances, including irrigation, deemed necessary for operation or maintenance of the slope and its landscaping (hereinafter called “Slope and Landscaping Improvements”). County also grants to Grantee and its respective successors, assigns, licensees,

contractors, invitees and agents, a temporary construction easement in, on, over, under, and across the Temporary Construction Easement Area for the purposes of constructing and installing the Slope and Landscaping Improvements as well as the associated trail improvements, as shown in Exhibit “C” (Trail Improvements”), provided however, that the work shall be coordinated with Washoe County Regional Parks and Open Space staff to avoid construction during planned and/or permitted field activities. Said Temporary Construction Easement shall expire on the earlier to occur of: (i) completion of the Slope and Landscaping Improvements and associated revegetation; or (ii) eighteen (18) months from the date of recording of this Agreement in the office of the Washoe County Recorder.

2. Easement Access. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have at all times ingress and egress to the Slope and Landscape Easement Area for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Slope and Landscaping Improvements. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have, for the duration of the Temporary Construction Easement, ingress and egress to the Temporary Construction Easement Area for the purposes set forth above.

3. Landscaping Plans. Prior to installation of the Slope and Landscaping Improvements or any associated revegetation, Grantee shall submit landscaping plans to County for review and approval.

4. Mitigation. Grantee agrees to provide mitigation for the slope and temporary construction easements in the form of ongoing landscaping maintenance of the Slope and Landscape Easement Area and construction of a trail, pursuant to the preliminary alignment identified in Exhibit “C”. Trail specifications shall be reviewed and approved by County prior to construction.

5. Maintenance. Subject to Section 10 below, Grantee agrees to maintain perpetually the Slope and Landscaping Improvements in good order and repair, and consistent with the County’s standards for maintenance of such improvements, as amended from time to time. The County’s standards for maintenance include, but are not limited to, timely removal of graffiti on the retaining wall and structural maintenance for the retaining wall.

6. Warranties and Representations by County. County warrants and represents that County owns the County Property and there are no prior encumbrances or liens running with the County Property which will frustrate or make impossible Grantee’s enjoyment of the County Property. County has full power and authority to sell and convey the County 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 County is duly authorized to so sign and has the full power and authority to bind County.

7. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold County harmless from any loss, damage or injury suffered or sustained by Grantee or third parties for any injury or damage caused by any act or omission of Grantee in its use of the easements granted herein.

8. County's Reservation of Rights. Subject at all times to the limitations and provisions of Section 8.1, County reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Slope Easement Area and (ii) the right to use the surface area of the County Property for parks and recreation purposes and uses by the general public. County reserves the right to make reasonable improvements to the County Property for public recreation purposes and consistent with its use as a park.

8.1 No Unreasonable Interference. County shall not erect any buildings or structures on the County Property or otherwise use the County Property in a manner that places an unreasonable burden on or unreasonably interferes with Grantee's full use and enjoyment and the rights granted herein. Grantee acknowledges that Grantor's present and future public recreational uses of, and practices on, the County Property are compatible with this Deed. Grantor reserves the right to use and enjoy the County Property and Slope Easement Area in accordance with those present parks and recreational practices and uses now and in perpetuity.

9. Entire Agreement and Severability. This Deed constitutes the parties' entire understanding concerning the subject matter of the agreement between the parties and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Deed shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. If any provision of this Deed is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of this Deed not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Deed.

10. Assignment. Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Stonebrook West, recorded in the official records of Washoe County, Nevada ("Official Records"), on [_____], 2022, as Document Number [_____] (the "Declaration"). The Declaration establishes a common-interest community on the "Property" (as defined therein), and provides for the establishment of an owners association over said community, such association to be formed as Stonebrook West Community Association, a Nevada nonprofit corporation (the "Association"). The County acknowledges that it is Grantee's intent to assign its rights and obligations under this Deed over to the Association. The County hereby consents to said assignment, and upon recordation in the Official Records of such an assignment executed by Grantee, Grantee shall be released from this Deed, and thereafter the Association shall be deemed sole "Grantee" hereunder, and shall solely possess all rights and obligations of "Grantee" herein. Subject to the foregoing, the terms contained herein shall be binding upon and shall inure to the benefit of County and Grantee, and the successors, agents and assigns of County and Grantee, and all rights herein granted may be assigned.

11. Counterparts. This Deed may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

12. Enforcement; Breach Shall Not Permit Termination. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

IN WITNESS WHEREOF, County and Grantee have caused these presents duly to be executed the day and year first above written.

“COUNTY”

WASHOE COUNTY, a political subdivision of the State of Nevada

By: _____
Vaughn Hartung, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2022, Vaughn Hartung as Chairman of the Board of County Commissioners of Washoe County, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public

“GRANTEE”

Toll North Reno LLC,
a Nevada limited liability company

By: _____
Kyle Collinsworth
Its: Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2022, by Kyle Collinsworth, as Authorized Representative of Toll North Reno LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

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EXHIBIT A

SLOPE EASEMENT

All that certain Slope Easement situate within the northeast one-quarter of Section 10, Township 20 North, Range 20 East, MDM, City of Sparks, Washoe County, Nevada and being a portion of Parcel 2-A as shown on Record of Survey 3627 as recorded in Washoe County Official Records on June 22, 1999 under filing No. 2353625 and consisting of two separate and distinct easement areas being described as follows:

EASEMENT AREA 1

BEGINNING at a point on the north line of said Parcel 2-A, also being the north line of said Section 10, from which the northeast corner thereof bears S87°35'35"E, 52.22 feet; **THENCE**, along said north line, N87°35'35"W, 528.59 feet; **THENCE**, leaving said north line, S29°37'05"E, 25.95 feet; **THENCE**, S87°35'35"E, 514.83 feet; **THENCE**, N02°24'25"E, 22.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 11,478 Square feet of land, more or less.

EASEMENT AREA 2

BEGINNING at a point on the north line of said Parcel 2-A, also being the north line of said Section 10, from which the northeast corner thereof bears S87°35'35"E, 1154.81 feet; **THENCE**, along said north line, N87°35'35"W, 174.05 feet; **THENCE**, leaving said north line, S02°24'35"W, 4.96 feet; **THENCE**, S83°59'23"E, 80.15 feet; **THENCE**, S87°35'35"E, 94.06 feet; **THENCE**, N02°24'25"E, 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 1,539 Square feet of land, more or less.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone, NAD 83/94 HARN

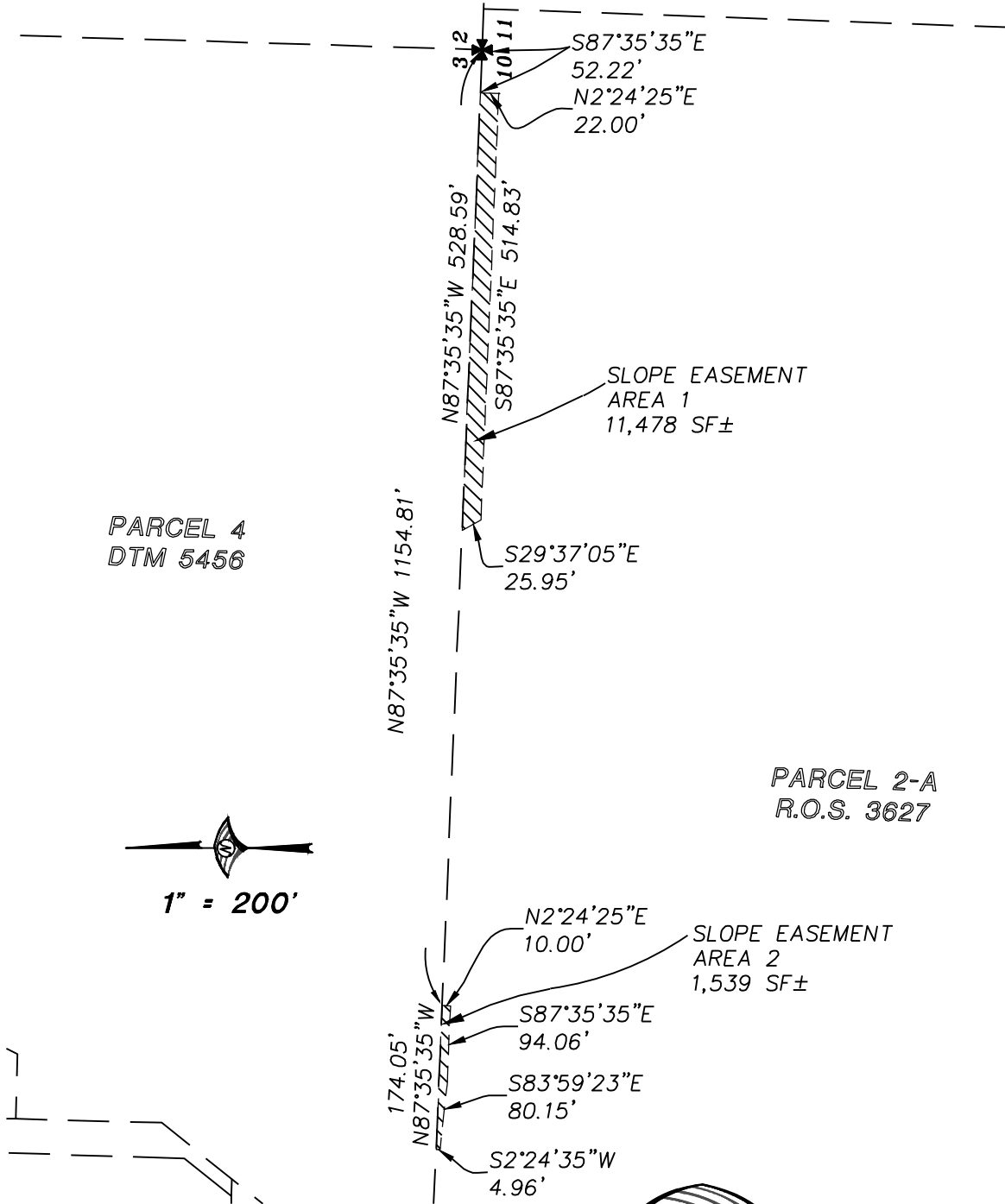
Refer to Exhibit A-1, attached hereto and by reference herein made a part hereof.

Prepared by:
Jeffrey F. Brooke, PLS, CFedS
WOOD RODGERS, INC
1361 Corporate Blvd
Reno, NV 89502
775.823.4068



EXHIBIT A-1
 PLAT TO ACCOMPANY

SLOPE EASEMENT
 BEING A PORTION OF THE NE 1/4 OF SECTION 10
 TOWNSHIP 20 NORTH, RANGE 20 EAST, M.D.M.
 SPARKS WASHOE COUNTY NEVADA



JOB NO. 1407074
 SHEET 1 OF 1

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd Reno, NV 89502
 Tel 775.823.4068 Fax 775.823.4066

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EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

All that certain Temporary Construction Easement situate within the northeast one-quarter of Section 10 and the northwest one-quarter of Section 11, Township 20 North, Range 20 East, MDM, City of Sparks, Washoe County, Nevada and being a portion of Parcel 2-A as shown on Record of Survey 3627 as recorded in Washoe County Official Records on June 22, 1999 under filing No. 2353625 and being described as follows:

BEGINNING at the northeast corner of said Section 10; **THENCE**, along the north line of said Section 11, S88°14'12"E, 49.11 feet to the northeast corner of said Parcel 2-A; **THENCE**, leaving said north line, S02°00'38"W, 117.17 feet along the east line of said Parcel 2-A; **THENCE**, leaving said east line, N87°59'21"W, 201.66 feet; **THENCE**, N69°13'17"W, 231.65 feet; **THENCE**, N87°35'35"W, 209.23 feet; **THENCE**, N86°05'36"W, 574.20 feet; **THENCE**, N87°35'25"W, 199.05 feet; **THENCE**, N02°24'35"E, 29.96 feet to the north line of said Section 10; **THENCE**, S87°35'35"E, 1353.86 feet along said north line to the **POINT OF BEGINNING**.

CONTAINING: 78,439 Square feet of land, more or less.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone, NAD 83/94 HARN

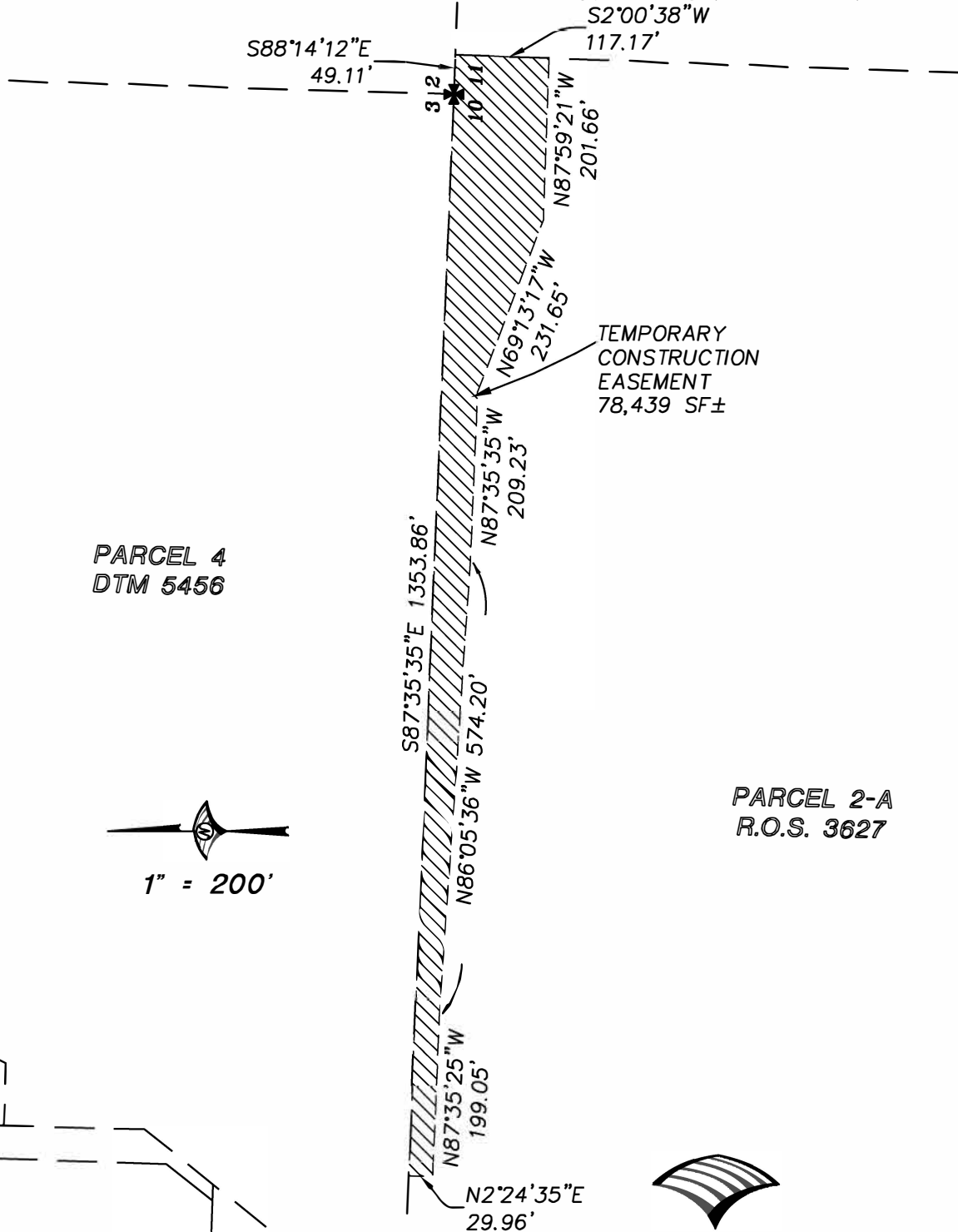
Refer to Exhibit A-1, attached hereto and by reference herein made a part hereof.

Prepared by:
Jeffrey F. Brooke, PLS, CFedS
WOOD RODGERS, INC
1361 Corporate Blvd
Reno, NV 89502
775.823.4068

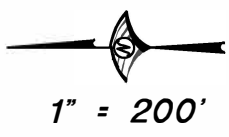


EXHIBIT B-1
 PLAT TO ACCOMPANY

TEMPORARY CONSTRUCTION EASEMENT
 WITHIN THE NE 1/4 OF SEC 10 & THE NW 1/4 OF SEC 11
 TOWNSHIP 20 NORTH, RANGE 20 EAST, M.D.M.
 SPARKS WASHOE COUNTY NEVADA



PARCEL 4
 DTM 5456



JOB NO. 1407074
 SHEET 1 OF 1

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EXHIBIT C: PROPOSED SLOPE TIE TO LAZY 5 PARK PARCEL

STONEBROOK WEST VILLAGE 2

TOLL BROTHERS

SPARKS

NEVADA

MARCH 2022



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