

A.P.N: 532-020-04

After Recordation Return To:

Silverado Eagle Canyon LLC
5525 Kietzke lane, Ste 102
Reno, NV 89511

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

THIS GRANT OF SLOPE AND TEMPORARY CONSTRUCTION EASEMENT (“Deed”) is entered by and between WASHOE COUNTY, a political subdivision of the State of Nevada “GRANTOR” and “SILVERADO EAGLE CANYON LLC,” a Nevada limited-liability company, hereinafter referred to as “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 532-020-04 (“Grantor’s Property”), identified and described in Exhibit “A” attached hereto and property described in Exhibit “B” (“Slope Easement Area”); and

WHEREAS, Grantee is owner of certain real property situate in the County of Washoe, State of Nevada, described in Exhibit “C” attached hereto (“Grantee’s Property”); and

WHEREAS, Grantor and Grantee have entered into an Easement Agreement dated _____, pursuant to which Grantor has agreed to convey a permanent non-exclusive slope easement across a portion of the Grantor’s Property described in Exhibit “B” (“Slope Easement Area”) and depicted in the map on Exhibit “B-1” attached hereto and a temporary construction easement to Grantee across Grantor’s Property; and

NOW THEREFORE, GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Slope Easement. Grantor hereby grants to Grantee a non-exclusive easement in gross in, on, over, under, and across the Slope Easement Area for the purposes of constructing, installing and using a graded and compacted earthwork slope and related slope improvements in accordance with improvement plans prepared by a professional engineer to facilitate grading for residential development within the Grantee Property. Grantor also grants to Grantee a temporary construction easement over, under, and across the Grantor Property for purposes of constructing the slope easement improvements. Said temporary construction easement shall expire on the earlier to occur of: (i) completion of the slope easement improvements; or (ii) nine (9) months from the date of recording of this Agreement in the office of the Washoe County Recorder.

2. Easement Access. Grantee shall have at all times ingress and egress to the Slope Easement Area for the purposes set forth above, including without limitation constructing, installing and using said earthwork slope.

3. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 3.1, Grantor 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.

3.1 No Unreasonable Interference. Grantor shall not (a) erect or place or permit to be erected or placed any buildings or improvements on the Slope Easement Area that are inconsistent with or unreasonably interfere with Grantee's full use and enjoyment of the rights granted herein; (b) disturb any grading, compaction or other improvements placed within the Slope Easement Area pursuant to this Agreement in a manner that places an unreasonable burden or unreasonably interferes with Grantee's full use and enjoyment of the rights granted herein; or (c) grant any other easements pertaining to or make any other use of the Slope Easement Area that is inconsistent with or interferes with Grantee's full use and enjoyment of the rights granted herein.

Grantor reserves the right to use and enjoy Grantor's Property and surface area of Easement. Grantee acknowledges that the County owns this property and that Grantee's use of the Slope Easement Area shall be subject to and not interfere with any existing restrictions placed on the County Property.

4. 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.

5. Covenants Running with the Land. This Slope Easement shall run with the land and bind Grantor, but shall not inure to the benefit of the future owners of each subdivided lot within Grantee Property, described in Exhibit "C" attached hereto. This Slope Easement shall be binding on current and future owners of the Slope Easement Area and all persons claiming under them. The covenants, easements and agreements contained may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

6. Indemnification. Grantee shall defend, indemnify and hold Grantor, its officers, agents, and employees harmless from any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of Grantee's use of, or negligent construction of the improvements within, the Slope Easement Area.

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: _____
Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2020, _____ 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”

Silverado Eagle Canyon LLC
a Nevada limited liability company

By: _____
Greg Peitzmeier
President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2020, _____,
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