

APN: 027-011-10, 027-011-12, 027-011-14

When Recorded Mail To:

Orr Ditch and Extensions Water Company
c/o McDonald Carano
P.O. Box 2670
Reno, NV 89505

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.

SIPHON FACILITIES AND ACCESS EASEMENT
AND NOTICE OF DESCRIPTION OF RELOCATED EASEMENT AREA

This Siphon Facilities and Access Easement and Notice of Description of Relocated Easement Area (“Agreement”) is made _____, 2022 by and between the County of Washoe, a political subdivision of the State of Nevada (“County”) and Orr Ditch and Extensions Water Company, a Nevada corporation (“Company”). The County and Company may be referred to herein individually, as a “Party”, or together as “Parties”.

RECITALS

WHEREAS, the Company operates a ditch system through the greater Truckee Meadows within easements, the location of which has been established by eminent domain, statutory dedication, prescription or grant, including underground easements for seepage (collectively, the “Original Easement”) and the scope of which variously includes the channel of the ditch and ditch banks, commonly known as the Orr Canal (“Orr Canal”), including along the course generally depicted as the hatched area on Exhibit “A” attached hereto and incorporated herein (“Easement Area”).

WHEREAS, the Easement Area includes a portion of that certain real property owned by the Washoe County School District, a political subdivision of the state of Nevada (“School District”), commonly known as 3530 Sullivan Lane, Sparks, Nevada, APN 027-011-14, as more particularly described in Exhibit “B” and incorporated herein (together, the “School District Parcel”).

WHEREAS, the Easement Area includes a portion of that certain real property owned by the County commonly known as 0 Sullivan Lane, Sparks, Nevada, APN 027-011-10 (the “Northern Parcel”) and 3500 Sullivan Lane, Sparks, Nevada, APN 027-011-12 (the “Golf Parcel” and together with the Northern Parcel, the “County Parcel”), each as more particularly described in Exhibit “C” attached hereto and incorporated herein.

WHEREAS, the County, Company, School District, and the Reno Sparks Convention and Visitors’ Authority, a County Fair and Recreation Board created pursuant to NRS Chapter 244A, entered into that certain Agreement recorded June 25, 2019, as document number 4923462 in the official records of Washoe County, attached hereto as Exhibit “D” and incorporated herein (“Siphon Agreement”).

WHEREAS, pursuant to terms of the Siphon Agreement, among other things, the School District (i) constructed and installed that certain inverted siphon and underground pipe and appurtenant facilities (collectively, the “Siphon Facilities”) as depicted and described on Exhibit “A” on the County Parcel; (ii)

agreed to maintain and repair the Siphon Facilities, and (iii) agreed to grant the Company a non-exclusive easement across, under and thorough the County Parcel for access to and use of the Siphon Facilities.

WHEREAS, pursuant to the terms of the Siphon Agreement, among other things, the Company agreed to relocate the Original Easement to the location of the Siphon Facilities.

WHEREAS, the County desires to grant the Company the easements contemplated in the Siphon Agreement, and Company desires to the relocate of the Original Easement, each as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. Grant of Easements. In accordance with and in furtherance of the Original Easement and Siphon Agreement, County hereby grants to Company a perpetual non-exclusive easement across, under, and through that portion of the County Parcel more fully depicted and described in Exhibit "A":

- a. to use, operate and convey water through the Siphon Facilities, provided Company's right to convey water through the Siphon Facilities shall at all times be superior to and senior in right to any other flows through the Siphon Facilities, it being the express intention that the Company at all times have sufficient capacity within the Siphon Facilities for conveyance of irrigation water;
- b. the right, but not the obligation, to access, maintain and repair the Siphon Facilities in the event of an emergency or in the event County fails to timely do so, as set forth in the Siphon Agreement; and
- c. as otherwise necessary for the realignment of the Orr Canal contemplated by the Siphon Agreement.

2. Relocation; Abandonment and Termination. In accordance with and in furtherance of the Original Easement and Siphon Agreement, County hereby grants to Company an easement over, across, upon, under and through that portion of the County Parcel, and hereby relocates the Easement Area, to the area depicted on Exhibit "A" ("Relocated Easement Area"). Except as modified by Section 1 of this Agreement, the location of the Relocated Easement Area granted hereunder is granted pursuant to, on the same terms and conditions as, and for the purposes of the Original Easement, the terms and conditions of which are incorporated herein by reference and supersedes any prior grants of easement locations other than the Relocated Easement Area. All right, title and interest of the Company in the portion of the former Easement Area located outside of and replaced by the Relocated Easement Area is hereby abandoned by the Company and terminated in its entirety and replaced and superseded by the County's grant in the Relocated Easement Area. Except as to the relocated location of the Easement Area, which is hereby relocated as described in Exhibit D attached hereto and as modified by this Agreement, all other terms and conditions of the Original Easement, shall remain in effect such that upon the recordation of this Agreement, the Easement Area under the Original Easement shall consist of the area described and depicted in Exhibit D, attached hereto.

3. Transfer to Youth Golf Foundation. The Parties acknowledge the County intends to transfer the Golf Parcel to Northern Nevada Youth Golf Foundation, who will become the County's successor. Notwithstanding, the County will retain ownership of the Siphon Facilities located on the Golf Parcel.

4. No Amendment to Siphon Agreement. Except as expressly set forth in this Agreement, the Siphon Agreement is not amended or modified in any way and shall continue in full force and effect. For

the sake of clarity, each of the County's and the Company's obligations under the Siphon Agreement remain in full force and effect, including without limitation, the County's obligations to maintain, clean, repair and replace the Siphon Facilities and to maintain and clean the Orr Canal on the County Parcel, each as set forth in Section 2.2 of the Siphon Agreement.

5. Miscellaneous.

5.1 This Agreement shall be governed by the laws of the State of Nevada. Actions to enforce this Agreement shall be brought in the Second Judicial District Court in and for Washoe County, Nevada.

5.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

5.3 Each Party agrees that it shall, from time to time, upon the request of the other Party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested to effectuate the intent and purpose of this Agreement or which may be reasonably necessary or advisable to confirm title to or interest in or to enable it to deal with and dispose of, any of the interests conveyed herein or to be conveyed hereunder.

5.4 The terms contained in this Agreement shall be appurtenant to and run with the land of the County Parcel into perpetuity and shall be binding upon and shall inure to the benefit of the Parties and the permitted successors, agents and assigns.

5.5 Each person who signs this Agreement below warrants and represents that he or she has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he or she signs and that his or her signature has the effect of binding the principal. Any action taken by the officers or agents of any of the Parties prior to the effective date of this Agreement and which is authorized by this agreement is hereby ratified by the Party for whom that person acted.

[End of Page]

[Signature Page to Pipeline and Access Easement]

THIS GRANT OF EASEMENT and the terms contained herein shall be appurtenant to and run with the land of the County Parcel into perpetuity and shall be binding upon and shall inure to the benefit of the Parties and the permitted successors, agents and assigns.

COUNTY:

WASHOE COUNTY,
a political subdivision of the State of Nevada

Chairman, Board of County Commissioners

Date: _____

COMPANY:

ORR DITCH AND EXTENSIONS WATER COMPANY,
a Nevada corporation

By: _____

Name: _____

Title: _____

[Notary Pages Follow]

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the ____ day of _____, 2022, 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

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the ____ day of _____, 2022, 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
Depiction of Easement Area
[See attached]

Exhibit B
Description of School District Parcel

Exhibit C
Description of County Parcel

Exhibit D
Siphon Agreement
[See attached]