

**ASSIGNMENT AND ASSUMPTION OF
AGREEMENT WITH THE COUNTY OF WASHOE AND THE CITY OF RENO
SWAN LAKE LAND APPLICATION AMERICAN FLAT ROAD SITE**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT WITH THE COUNTY OF WASHOE AND THE CITY OF RENO SWAN LAKE LAND APPLICATION AMERICAN FLAT ROAD SITE, made as of the _____day of _____, 2025, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Assignor"), TRUCKEE MEADOWS WATER AUTHORITY ("Assignee"), a joint powers authority entity, and CITY OF RENO ("City"), a municipal corporation.

WITNESSETH:

WHEREAS, Assignor has agreed to deed and Assignee has agreed to accept all of Assignor's right, title, and interest in certain parcels of real property parcels, APN 079-332-37 and 079-332-36, as the same are more fully described on **Exhibit A**, attached hereto and made a part hereof (the "Site"); and

WHEREAS, the Site is subject to the Agreement identified on **Exhibit B**, attached hereto and made a part hereof (the "Agreement") ;

WHEREAS, City is party to the Agreement ; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the rights and obligations defined in the Agreement.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as County in and to the Agreement subject to all encumbrances and restrictions affecting Assignor's interest in the Premises and in the Agreement, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of the County under the terms and provisions of the Agreement. Assignee releases Assignor from liability for all obligations under the and indemnities Assignor from all liability arising after the date hereof. City does hereby consent and agrees to assignment of rights and entirety of agreement. In the event that ownership of the Site reverts to the Assignor, this Assignment and Assumption Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Interlocal Agreement under seal as of the day and year first above written.

ASSIGNOR:

WASHOE COUNTY, a political subdivision of the State of Nevada,

Name / Title: _____

Signature: _____

ATTEST:

Jan Galassini, Washoe County Clerk

ASSIGNEE:

TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority entity

Name / Title: _____

Signature: _____

CITY:

CITY OF RENO, a municipal corporation

Name / Title: _____

Signature: _____

ATTEST:

Mikki Huntsman, Reno City Clerk

EXHIBIT A
PROPERTY

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

Parcel 1:

A parcel of land situate in Section 5 and 6 of T21N., R19E., M.D.M., Washoe County, Nevada being more particularly described as follows:

BEGINNING at the southwest corner of said Section 6;
Thence along the West line of said section, North 00°02'13"
East 22.00 feet; Thence departing said line, North 56°25'27"
East 5739.50 feet;
Thence South 74°35'03" East 4800.02 feet;
Thence South 18°47'10" East 2147.66 feet to a point on the South line of said Section 5;
Thence along said line North 89°48'20" West 4509.65 feet to the Southwest corner of said Section;
Thence along the South line of said Section 6, North 88°59'55" West 5592.09 feet to the POINT OF BEGINNING.

NOTE: The above said legal description previously appeared in that certain "Grant, Bargain, and Sale Deed" recorded May 22, 1984, as Document No. [914271](#), Official Records, Washoe County, Nevada.

EXCEPTING THEREFROM that portion of land reflected as Exhibit B in that certain "Boundary Line Adjustment Deed" recorded May 5, 2010, as Document No.:[3878236](#), Official Records, Washoe County, Nevada, lying within Section 5 and 6 of Township 21 North, Range 19 East, M.D.M., Washoe County, Nevada and being more particularly described as follows:

Commencing at the Section corner common to the Northeast corner of Section 6 and the Northwest corner of Section 5, Township 21 North, Range 19 East, M.D.B. & M., as the location of said Section corner is shown on Division of Land Map No. 33 Sheet A as Document No. 578296 recorded December 20, 1978; and from which corner a monumental USGLA Brass Cap (1942) of said Section corner bears North 84°14'46" West, a distance of 3.02 feet;

Thence from said Section corner common to Section 5 and 6 which is monumented by a USGLO Brass Cap (1942) on a bearing of South 36°20'10" West, a distance of 2310.85 feet to a point on the Southerly right of way line of Red Rock Road and being the Northwest corner (formerly easement line) of Lot 373 as said lot is shown on Division of Land Map No. 33 Sheet A; Thence on a bearing South 23°23'21" East a distance of 461.63 feet to the true point of beginning.

Thence continuing on a bearing of South 23°23'21" East, a distance of 1056.45 feet to the Southwest corner of said Lot 373;

Thence on a bearing of North 69°09'27" East, a distance of 1111.81 feet to the Southeast corner of said Lot 373; Thence on a bearing of North 23°23'21" West, a distance of 534.39 feet to a point on the Easterly line of said Lot 373; Thence leaving the sideline of said lot on a bearing of North 73°43'19" West, a distance of 985.78 feet to a point; Thence South 57°17'13" West, a distance of 356.61 feet to the POINT OF BEGINNING.

NOTE: The above said legal description previously appeared in that certain Boundary Line Adjustment Deed" recorded May 5, 2010, as Document No.:[3878236](#), Official Records, Washoe County, Nevada,

Parcel 2:

A following described parcel of land being situated within portions of Section 5 and 6 of Township 21 North, Range 19 East, M.D.M., Washoe County, Nevada and being more particularly described as follows:

Commencing at the Section corner common to the Northeast corner of Section 6 and the Northwest corner of Section 5, Township 21 North, Range 19 East, M.D.B. & M., as the location of said Section corner is shown on Division of Land Map No. 33 Sheet A, as Document No. 578296 recorded December 20, 1978; And from which corner a monumental USGLO Brass Cap (1942) of said Section corner bears North 84°14'46" West, a distance of 3.02 feet;

Thence from said Section corner common to Sections 5 and 6 which is monumented by a USGLO Brass Cap (1942) on a bearing of South 36°20'10" West, a distance of 2310.85 feet to a point on the Southerly right of way line of Red Rock Road and being the Northwest corner (formerly easement line) of Lot 373 as said lot is shown on Division of Land Map No. 33 Sheet A; Thence on a bearing of South 23°23'21" East, a distance of 461.63 to the TRUE POINT OF BEGINNING;

Thence continuing on a bearing South 23°23'21" East, a distance of 1056.45 feet to the Southwest corner of said Lot 373; Thence on a bearing of North 69°09'27" East, a distance of 1111.81 feet to the Southeast corner of said Lot 373;

Thence along the Easterly line of said Lot 373 North 23°23'21" West, a distance of 773.18 feet to a point;

Thence leaving the sideline on a bearing of South 83°17'04" West, a distance of 1159.47 feet to the point of beginning.

NOTE: The above said legal description previously appeared in that certain "Boundary Line Adjustment Deed" recorded May 5, 2010, as Document No.: [3878236](#), Official Records, Washoe County, Nevada."

APN: 079-332-37; 079-332-36

EXHIBIT B

AGREEMENT

**AGREEMENT WITH THE COUNTY OF WASHOE
AND THE CITY OF RENO
SWAN LAKE LAND APPLICATION
AMERICAN FLAT ROAD SITE**

This Interlocal Agreement (“Agreement”) is made and entered into this 6th day of August, 2019, by and between the County of Washoe (“County”), a political subdivision of the State of Nevada, and the City of Reno, a municipal corporation (“City”).

WITNESSETH:

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

WHEREAS, the County and City are concerned on behalf of county and city residents about stormwater and flood impacts to closed hydrobasins located in the North Valleys area (hereafter referred to as “Closed Basins”); and

WHEREAS, the City of Reno desires to implement a temporary project anticipated to span two to three years that will allow for the conveyance and application of stormwater and treated effluent from Swan Lake to the surface of the ground on two County owned parcels (hereafter referred to as the “Temporary Project”); and

WHEREAS, County owns two parcels, APN 079-332-36 and APN 079-332-37, (the “Site”), that are situated in the area and are available for the purposes of the Temporary Project; and

WHEREAS, The City commits to securing the necessary and required permits and easements from the State of Nevada, Washoe County, City of Reno, Reno Tahoe Airport Authority, and any other permit and approval as necessary; and

WHEREAS, County grants access and the use of the Site for the Temporary Project, which includes, but is not limited to, installation of irrigation/land application equipment such as spray heads, conveyance piping, pumps and controls, and surface water run-off prevention elements; and

WHEREAS, The City commits to performing additional testing and monitoring as required to assure stakeholders including, but not limited to, Washoe County, the State of Nevada, regional water purveyors, and area residents, of the approach to identify and mitigate any impacts from the surface application of stormwater and/or treated effluent.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree as follows:

1. CITY RIGHTS AND OBLIGATIONS.

1.1 City will be responsible for the design, installation, operation, and maintenance of all necessary infrastructure and appurtenances for the Temporary Project including but not limited to temporary conveyance piping, valves, pumps and controls, and equipment to convey water from Swan Lake to the two County owned parcels.

1.2 City will obtain any required permits, easements or rights of entry as required.

1.3 City will properly remove all equipment and appurtenances associated with the Temporary Project and return the Site to pre-project conditions, in the future, as may be required.

1.4 City will be responsible to acquire and maintain all required permits necessary to divert water from Swan Lake to the Site.

2. COUNTY RIGHTS AND OBLIGATIONS

2.1 County grants to the City access to and a temporary license to use portions of the Site for the Temporary Project for the duration of the project, including any additional extensions.

2.2 County agrees to provide information, data and cooperation to City to assist with City's duty to obtain permits required for the Temporary Project.

2.3 County will perform quarterly arsenic and nitrate sampling from area monitoring wells and will continue to perform sampling and testing of water from Swan Lake and provide copies of results to City.

3. MISCELLANEOUS

3.1 Each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities under this agreement.

3.2 That all communications/notices required pursuant to the Agreement shall be given in person or by registered or certified mail, postage prepaid, to the other parties, as follows:

CITY: For personal delivery:
John Flansberg, Director of Public Works
City of Reno
1 East First Street, 7th Floor
Reno, NV 89501
For mailing:
PO Box 1900
Reno, NV 89505

COUNTY: David Solaro, Interim County Manager
1001 E. 9th Street
Reno, NV 89512

3.3 The designated representative may be changed by written notice as provided herein. Notice by mail shall be deemed to have been received three (3) days after mailing.

3.4 Subject to the limitation of chapter 41 of Nevada Revised Statutes, each party agrees to indemnify, defend and to hold the other parties harmless from and against any liability, including but not limited to, property damage, personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

3.5 The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

3.6 The invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

3.7 This Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

3.8 This Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action arising from the performance of this Agreement.

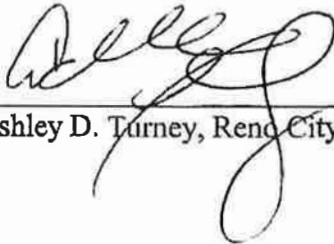
3.9 Notwithstanding the provisions of Section 2.1, above, this Agreement may be terminated by either party upon 6 months prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

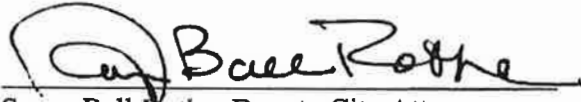
CITY OF RENO

By: 
Hillary L. Schieve, Mayor

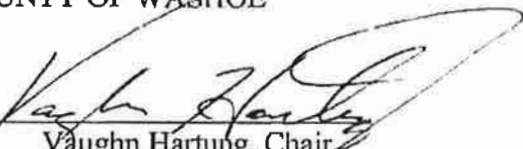
ATTEST:


Ashley D. Turney, Reno City Clerk

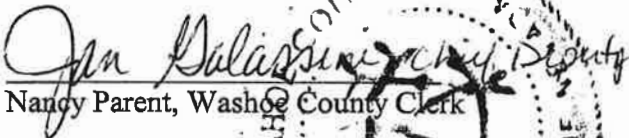
APPROVED AS TO FORM:


Susan Ball Rothe, Deputy City Attorney

COUNTY OF WASHOE


By: 
Vaughn Hartung, Chair
Washoe County Commission

ATTEST:


for Nancy Parent, Washoe County Clerk



APPROVED AS TO FORM:


Paul Lipparelli, Assistant District Attorney