Portion of APN 019-140-12

Recorder, please return to: Community Services Department of Washoe County Attn: Faye-Marie Pekar, Park Planner 1001 East Ninth Street Reno, NV 89512

LEGAL DESCRIPTION PREPARED BY: Grant R. Alexander, P.L.S. #19051 Battle Born Ventures, LLC 600 Gleeson Way Sparks, NV 89431

Project: Phase II Plumas Street Sidewalk Improvement Project

## PUBLIC USE EASEMENT

**COUNTY of WASHOE, a political subdivision of the State of Nevada** "Grantor", consideration of the sum of ONE DOLLAR (\$1.00), the appraised value of the easement area, lawful money of the United States of America, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the **CITY OF RENO**, "Grantee", a permanent easement for public use of sidewalk improvements over, across, and through a portion of Grantor's property described as follows:

See attached Exhibit "A" Said Easement is graphically shown on attached Exhibit "B"

TOGETHER WITH the right of public access thereto forever.

Maintenance of said easement area is the responsibility of the City of Reno or it's agent of record. Maintenance activities may include, but are not limited to, vegetation management, removal of hazardous debris, graffiti removal, and sidewalk reconstruction, as needed. Grantee agrees, in accordance with County maintenance standards, schedules and practices, to keep all the easement area reasonably free of trash, rubbish, and debris created or caused by public use or Grantee's activities.

Subject to the limitations in NRS Chapter 41, Grantee shall hold County harmless and indemnify County for 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.

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. A waiver or breach of covenant or provision in this Easement Deed shall not be deemed a waiver of any other covenant or provision in this Easement Deed, and no waiver shall be valid unless in writing and executed by the waiving party.

EXECUTED on this day of	, 2024.	
COUNTY of WASHOE, a political subdivision o	f the State of Nevada	
Ву:		
Its:		
STATE OF NEVADA County of Washoe		
This instrument was acknowledged before	pre me on	
by		
S E A L	Signature of notarial officer	
L	Print name	
CITY OF RENO		
Ву:		
Its:		
STATE OF NEVADA County of Washoe		
This instrument was acknowledged before	pre me on	
by		
S E A	Signature of notarial officer	
L	Print name	

## EXHIBIT "A" LEGAL DESCRIPTION OF PERMANENT EASEMENT APN: 019-140-12

A permanent easement, situated within a portion of the South East 1/4 of Section 23, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, State of Nevada, more particularly described as follows:

Beginning at the centerline intersection of Brinkby Avenue and Plumas Street as shown on the Second Parcel Map for L. Hugh Hutchins, recorded in the official records of Washoe County Recorder's Office on December 07, 1994, as Document File # 1855001, Parcel Map # 2854;

Thence South 00°56'14" West 137.28 feet along the centerline of Plumas Street;

Thence departing the centerline of Plumas Street, North 89°03'46" West 40.00 feet to the **true point of beginning**, said point being the north east corner of Parcel "A" as shown on the Parcel Map for David P. Sinai, recorded in the official records of Washoe County Recorder's Office on September 17, 1986, as Document File # 1100941, Parcel Map # 2025;

Thence North 89°30'43" West 1.95 feet along the north boundary line of said parcel;

Thence departing the north boundary line of said parcel, North 00°58'08" East 137.29 feet;

Thence North 00°58'20" East 734.99 feet;

Thence North 01°09'35" East 384.82 feet to a point on the south boundary line of a parcel of land shown on the Map to Support Petition to Annex Certain Lands to the City of Reno, recorded in the official records of Washoe County Recorder's Office on January 04, 1979, as Document File # 580707, Tract Map # 1806;

Thence South 89°55'48" East 0.48 feet along the south boundary line of said parcel to the south east corner of said parcel, said point being parallel and 40.00 feet west of the centerline of Plumas Street;

Thence South 00°56'46" West 384.83 feet along the west right-of-way line of Plumas Street;

Thence South 00°58'32" West 734.99 feet along the west right-of-way line of Plumas Street;

Thence South 00°56'14" West 137.28 feet along the west right-of-way line of Plumas Street to the true point of beginning, containing 2,116 square feet, more or less.

Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

All distances shown are ground distances.

See Exhibit "B" attached hereto.



