

## EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Washoe County, a political subdivision of the State of Nevada ("County") and D.R. Horton, Inc., ("D.R. Horton") a Delaware Corporation.

### WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number 162-010-20, (the "County Property");

WHEREAS, D.R. Horton is a private entity responsible for the development of land in the area;

WHEREAS, D.R. Horton desires to purchase an easement and County desires to grant the permanent non-exclusive drainage Easement on a portion of the County Property.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, County and D.R. Horton covenant and agree as follows:

1. Sale of Easement. For and in consideration of the Purchase Price (as defined below), County hereby sells to D.R. Horton and D.R. Horton buys from County, the Easement more particularly described in the Grant of Easement attached hereto and incorporated herein as Exhibit "A" (the "Easement Deed") in accordance with the terms, and subject to the conditions, of this Agreement. County and D.R. Horton agree that the Easement shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Easement shall be permanent, non-exclusive drainage easement used to access, construct, reconstruct, maintain, inspect, repair, drainage facilities or appurtenances deemed necessary for operation of the facilities (hereinafter called "Facilities") as described in the Easement Deed.

2.1 No Unreasonable Interference. County shall not erect any buildings or structures on the Easement or otherwise use the Easement in a manner that places an unreasonable burden on or unreasonably interferes with D.R. Horton's use and enjoyment and the rights granted herein.

D.R. Horton acknowledges by acceptance of the Easement that County's present recreational uses of, and practices on, the County Property are compatible with the purpose of the Easement. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easement in accordance with those current recreation practices and in perpetuity. County and D.R. Horton recognize that the future recreation uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need for recreation. D.R. Horton acknowledges that the County owns the County Property and that use of the

Easement does not interfere with any restrictions placed on the County Property. County shall notify D.R. Horton prior to conducting improvements on the Easement.

3. Easement Locations. County and D.R. Horton agree that the Easement shall be located on the County Property as stated in the Easement Deed which is attached hereto as Exhibit "A".

4. Easement Price. D.R. Horton shall pay the amount of three thousand dollars (\$3,000.00) ("Purchase Price") directly to County within thirty (30) days following the full execution of this Agreement in consideration of the permanent drainage Easement based on the appraised value of the land for use of the County Property.

5. Construction of Facilities. D.R. Horton shall install, operate, and repair any disturbances or damage caused by its operation, and maintain the Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Facilities until County has been given at least five (5) days prior written notice of the time during which the installation work will take place. All work shall be performed in compliance with all applicable laws and ordinances.

6. County's Representations and Warranties. As a material inducement to D.R. Horton, the County represents and warrants that:

6.1 Property, Title and Related Matters. County is and shall be at the Closing, the owner of all right, title and interest in the County Property and the Easement, and shall have and convey to D.R. Horton at Closing good and marketable title to the Easement free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easement, and no person or entity has any right or option to purchase the County Property or any portion thereof.

6.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easement, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

6.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

6.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

7. D.R. Horton's Representations and Warranties. D.R. Horton represents and warrants to County as follows:

7.1 Status, Power and Authority. D.R. Horton is a Delaware Corporation, validly existing under the Laws of the State of Delaware, and authorized to do business in Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

7.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of D.R. Horton have been duly and validly authorized.

7.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of D.R. Horton, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

8. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to D.R. Horton the Easement Deed, duly executed and notarized and such other documents required by D.R. Horton to record the Easement Deed in Official Records, Washoe County Recorder, Washoe County, Nevada. Each party shall bear its own costs (including attorneys' fees) associated with the Closing, unless otherwise specified in this Agreement.

9. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

9.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless D.R. Horton and its officers, directors, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees) which D.R. Horton may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

9.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, D.R. Horton agrees to indemnify and hold harmless County and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees) which County may incur by reason of or in connection with any untrue statement in this Agreement made by D.R. Horton or the breach of any representation or warranty of D.R. Horton contained in this Agreement.

10. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

11. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County  
Assistant County Manager, Community Services Dept.  
1001 E. 9<sup>th</sup> Street  
Reno, NV 89512

D.R. Horton: Mr. Thomas H. Warley  
D.R. Horton, Inc.  
5588 Longley Lane  
Reno, Nevada 89502

With a copy to: Kelly White, Esq.  
D.R. Horton America's Builder  
11241 Slater Ave. NE., Suite 120  
Kirkland, WA 98033

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of D.R. Horton and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as of the date first above written.

*(signatures and notaries to follow on next page)*

“COUNTY”

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 \_\_\_\_\_, 2019, \_\_\_\_\_  
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

“D.R. Horton”

D.R. Horton, Inc,  
a Delaware Company

By: \_\_\_\_\_  
Print Name:  
Title: Authorized Representative

STATE OF NEVADA            )  
                                          ) ss.  
COUNTY OF WASHOE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_,  
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