

A.P.N: #534-521-01

After Recordation Return To:

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Amanda Duncan, ARWP, Land Agent

**EASEMENT DEED
GRANT OF ACCESS AND WATER FACILITIES EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF ACCESS AND WATER FACILITIES EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT ("Deed") is entered into this ___ day of _____, 2020, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Grantor") and the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada and Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("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 Number 534-521-01, commonly known as Sugarloaf Peak Open Space ("County Property"), including property identified and described in Exhibits "A-1" and "A-2" ("Access and Water Facilities Easement") and property identified and described in Exhibits "A-3" and "A-4" ("Temporary Construction Easement"), attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into an Easement Purchase and Sale Agreement dated _____, pursuant to which Grantor has agreed to convey a permanent, non-exclusive public utility easement and a temporary construction easement to Grantee across a portion of the County Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of two thousand and thirty-three dollars (\$2,033.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement and right of way in gross in, on, over, under, and across the Access and Water Facilities Easement area to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an underground waterline and access road and any other facilities or appurtenances deemed necessary for operation or maintenance of the waterline or access road (hereinafter called "Water Facilities").

Grantor also grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a temporary construction easement in, on, over, under, and across the Temporary Construction Easement area for the purposes of constructing and installing the Water Facilities improvements. Said Temporary Construction Easement shall expire on the earlier to occur of: (i) completion of the water facilities improvements and associated revegetation; or (ii) six (6) months from the date of recording of this Agreement in the office of the Washoe County Recorder.

2. Easement Access. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have at all times ingress and egress to the Access and Water Facilities Easement area for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have, for the duration of the Temporary Construction Easement, ingress and egress to the Temporary Construction Easement area for the purposes set forth above.

3. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor owns the County Property and there are no prior encumbrances or liens running with the County Property which will frustrate or make impossible Grantee's enjoyment of the County Property. Grantor has full power and authority to sell and convey the County Property to Grantee and to enter into and perform its obligations pursuant to this Agreement. The person signing this Deed and other instruments required under this Deed on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantee acknowledges that the Grantor owns and operates the County Property subject to certain deed restrictions and covenants, and that use of the easement areas does not interfere with the restrictions placed on the County Property and shall not interfere with the deed restrictions at any future time.

5. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold Grantor harmless from any loss, damage or injury suffered or sustained by Grantor or third parties for any injury or damage caused by any act or omission of Grantee in its use of the Easements.

6. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 6.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Access and Water Facilities Easement area and (ii) the right to use the surface area of the County Property for parks and recreation purposes and uses by the general public. Grantor reserves the right to make reasonable improvements to the County Property for public recreation purposes and consistent with its use as a trail area.

6.1 No Unreasonable Interference. Grantor shall not erect any buildings or structures on the County Property or otherwise use the County Property in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's full use and enjoyment and the rights granted herein.

Grantee acknowledges by acceptance of the Access and Water Facilities Easement that Grantor's present and future public recreational uses of, and practices on, the surface area of the County Property are compatible with the purpose of this easement. Grantee agrees to allow non-motorized public use of the new access road to connect to the existing Sugarloaf Peak Open

Space trail system. Grantor reserves the right to use and enjoy the County Property and surface area of the easement in accordance with those present parks and recreational practices and uses now and in perpetuity. Grantor and Grantee recognize that the future uses of, and practices on, the surface of the County Property may change over time as a result of the development and the public's need for recreation. Grantee acknowledges that the County owns this property and that Grantee's use of the Access and Water Facilities Easement shall be subject to and not interfere with any existing restrictions placed on the County Property.

7. 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.

8. Relocation of Water Facilities. If the Access and Water Facilities Easement and Temporary Construction Easement, as defined herein and shown on Exhibits A-1, A-2, A-3, and A-4 are unsuitable for the purposes of the Grantee or the Grantor, then the location may, subject to prior written consent of both parties, be changed to an area mutually satisfactory to both the Grantor and Grantee herein. The newly agreed to locations shall be indicated and shown by an amended easement. Any relocations requested after the initial installation and use of the water facilities shall be at the sole cost and expense of the requesting party.

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.

“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, _____ as Chair of the Board of County Commissioners of Washoe County, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public

“GRANTEE”

TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority

By: _____
John R. Zimmerman
Water Resources Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2020, John R. Zimmerman, Water Resources Manager, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.
