

APN: 079-332-36 AND 079-332-37

Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, NV 89502

When recorded, mail to:  
Grantee at address stated above

Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, NV 89502

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

**GRANT, BARGAIN AND SALE DEED  
With Possibility of Reverter**

- Grantor:** Washoe County, a political subdivision of the State of Nevada
- Grantee:** Truckee Meadows Water Authority, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277

Grantor, for value received, hereby grants, bargains and sells to Grantee that certain real property located in the County of Washoe, State of Nevada, and as more particularly described in attached **Exhibit A** (the "Property"); *provided however*, that Grantee's fee interest in the Property shall revert to Grantor if the Property ceases to operate, for any reason, as an Advanced Purified Water Facility or other facility owned and operated by a public entity for charitable or civic purposes.

A mere change in economic conditions or resources shall not alleviate Grantee from the covenants set forth herein. Operation of an Advanced Purified Water Facility at American Flat is an initiative to diversify the region's water supply through storage of approximately 2,000 acre-feet annually of Advanced Purified Water underground and provide a long-term effluent management option to limit discharges to Swan Lake. The reverter does not become applicable until 6 years. Grantor agrees that the reverter shall not be triggered or effective if operations cease for a time period that does not exceed 180 consecutive calendar days. In addition, Grantor agrees that the reverter shall not be triggered or effective unless Grantee fails to cure a violation of the covenants set forth herein within 120 calendar days following written notice from Grantor specifying, in reasonable detail, such violation. The Grantee, and the Grantee's heirs, successors,

and assigns, shall not sell, transfer, convey, lease, assign, mortgage, or otherwise dispose of any interest in the above-described property, whether voluntarily or involuntarily, without the prior written consent of the Grantor, or if the Grantor is deceased or legally incapacitated, the Grantor's designated representative or legal successor. Any attempt to transfer, convey, or encumber the property without such written consent shall be null and void and of no legal effect.

**TOGETHER WITH** all tenements and appurtenances thereunto belonging or in anywise appertaining, including but not limited to that certain agreement between Washoe County and the City of Reno dated August 6<sup>th</sup>, 2019, and the reversion and reversions, remainder and remainders, rents, issues and profits, including, without limitation, any rights, title and interest of Grantor, if any, in and to all easements, privileges, leases, rental agreements, contract rights, permits, development agreements appurtenant to the rights of Grantor including, without limitation, any rights, title and interest of Grantor, if any in and to (i) any strips and gores adjacent to the land and any land lying in the bed of any street, road, avenue, opened or proposed, in front of or adjoining the Property; (ii) any unpaid award for any taking by condemnation or any damage to the Property reason of a change of grade of any street or highway; and (iii) all of the easements, rights, profits, privileges, and appurtenances belonging to or in any appertaining to the Property, (iv) together with all fixtures and tangible personal property located on the Property; (v) all leases and rental agreements together with any security deposits held by Grantor under such documents, (vi) all permits, development agreements, development handbooks or other entitlements necessary to operate the Property; and (vi) miscellaneous property assets which are located on the Property and used in its operation;

**BUT EXCLUDING** and reserving to Grantor all water rights appurtenant to the Property; and

**SUBJECT TO:** the understanding that Grantee is familiar with the Property is acquiring the Property and its improvements on an “as is, where is” and “with all faults” basis in its present condition with all known and unknown defects, and without representations, warranties or covenants, express or implied, of any kind or nature and that Grantee disclaims reliance upon all oral representations and warranties, express or implied, of any kind or nature, and no other liens or encumbrances are permitted by Grantor.

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

By \_\_\_\_\_ Date \_\_\_\_\_  
County Manager, Board of County Commissioners

State of Nevada )  
 )  
County of Washoe )

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as County Manager of the Board of County  
Commissioners of Washoe County, Nevada.

\_\_\_\_\_  
Notary Public

**ACCEPTANCE**

I, \_\_\_\_\_ certify by signing below that Truckee Meadows Water Authority accepts the above Deed by and between, Washoe County, as Grantor, and Truckee Meadows Water Authority, as Grantee, conveying title to all that certain real property situate in the County of Washoe, State of Nevada, more particularly described above, and subject to the restrictive covenants more particularly set forth above.

By \_\_\_\_\_ Date \_\_\_\_\_  
Truckee Meadow Water Authority

State of Nevada )  
 )  
County of Washoe )

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, an officer of Truckee Meadows Water Authority.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

All that certain real property situate in Washoe County, Nevada, 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."

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