Portion of APN 019-140-12

WHEN RECORDED 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

TEMPORARY CONSTRUCTION EASEMENT DEED

THIS DEED, made this _____ day of ______, 20____ between COUNTY of WASHOE, a political subdivision of the State of Nevada, hereinafter called GRANTOR, and the CITY OF RENO, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the GRANTEE and to its assigns for those roadway purposes, a temporary easement upon, over and across certain real property of the undersigned for the construction related to the Urban Road and Plumas Street Sidewalk Improvement Project. Said easement is described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference.

Grantee shall revegetate the temporary construction easement area according to an approved Revegetation Plan. In accordance with the Revegetation Plan, Grantee shall submit monitoring reports to the County as prepared by a licensed landscape architect or other qualified professional one (1) year and three (3) years after termination of the temporary easement and implementation of the revegetation efforts to ensure success criteria, as identified in the Revegetation Plan, have been met. If the criteria are not met, additional hydroseeding applications and/or plantings shall be required.

The above-described temporary rights shall commence on or after June 26, 2204, and shall continue through and include the termination date of September 1, 2024.

No work shall be performed 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. Grantee also agrees that, except in the event of an emergency, work performed shall be allowed only between 8:00 a.m. and 7:00 p.m., Monday

through Friday, within the County Property. Grantee shall secure all necessary permits prior to construction of the drainage facilities.

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.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement deed.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

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

By: _____

Its:

STATE OF NEVADA County of Washoe

This instrument was acknowledged before me on _____ by

Print name

S E

A L Signature of notarial officer

CITY OF RENO

Ву:_____

Its:_____

STATE OF NEVADA County of Washoe

This instrument was acknowledged before me on _____ by

S E Signature of notarial officer A L Print name

EXHIBIT "A" LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT APN: 019-140-12

A temporary construction 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 25.95 feet along the north boundary line of said parcel;

Thence departing the north boundary line of said parcel, North 00°58'08" East 137.50 feet;

Thence North 00°58'20" East 735.03 feet;

Thence North 01°09'35" East 384.40 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 24.49 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 32,284 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.



Grant R. Alexander, P.L.S. 19051 Battle Born Ventures, LLC 600 Gleeson Way Sparks, NV 89431

