

A.P.N: 008-211-47

After Recordation Return To:

Truckee Meadows Water Authority
Attn: Amanda Duncan, SR/WA, Land Agent I
P.O. Box 30013
Reno, Nevada 89520-3013
TMWA WO# 21-8068

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT OF EASEMENT FOR
WATER FACILITIES**

THIS INDENTURE, made and entered into this ___ day of _____, 202__, by and between **WASHOE COUNTY**, a political subdivision of the State of Nevada (hereinafter referred to as "Grantor"), and **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 (hereinafter referred to as "Grantee").

RECITALS

- A. Grantor owns the real property located in the County of Washoe, State of Nevada, more particularly described as APN: 008-211-47 (the "Grantor Property");
- B. Grantee operates a municipal water system in Washoe County;
- C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipes, valve boxes, meters, pressure regulators, fixtures, and any other facilities or appurtenances deemed

necessary or convenient by Grantee to provide water service (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof (the "Easement Area").

2. Access. Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor Property to the extent necessary, for the purposes set forth above.

3. Hold Harmless. Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall be responsible for any loss, damage or injury suffered or sustained by Grantor for any damage to the personal property or improvements located on the Grantor Property, to the extent directly caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Water Facilities in the Easement Area.

4. No Interference. Grantor shall not, without Grantee's prior written consent (which consent shall not be unreasonably withheld), plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the reasonable judgment of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area.

Notwithstanding the foregoing, Grantor may install or construct asphalt paving or standard concrete within the Easement Area with Grantee's consent, which shall not be unreasonably withheld. Except as to landscaping, pavement or concrete otherwise permitted by Grantee pursuant to this Section, Grantee shall have the right, without payment, liability or notice to Grantor, to remove or clear any and all buildings, fences, structures, paving, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may interfere with or endanger Grantee's access to or use of the Easement Property or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Water Facilities.

5. Reimbursement for Grantor Breach. Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein.

6. Relocation of Easement Area and Water Facilities. Grantor may, at any time, request the relocation of the Easement Area and Water Facilities to a new location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes; (ii) Grantor convey to Grantee an equivalent easement in the new location; and (iii) Grantor pay for

all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Water Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

7. Grantor Warranties. Grantor warrants and represents to Grantee as follows:

a. Title to Grantor's Property. Grantor owns fee title to Grantor's Property and the Easement Area and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the Easement Area which will frustrate or make impossible the purposes of the easements granted herein.

b. Authority. The person(s) signing this Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor, to sell and convey the Easement Area to Grantee, and to enter into and perform the obligations hereunder.

c. Defects. Grantor has no knowledge of any defects or conditions of the Easement Area or Grantor's Property which would impair Grantee's ability to enjoy the use and purpose of this Easement.

d. Legal Access. Legal and sufficient access to this Grant of Easement exists through either the access easement granted hereunder, another easement transferred to Grantee or from a public road.

e. Contracts or Leases. There are no leases, licenses, permits or other contracts with third parties which affect any portion of the Easement Area.

f. Pending Litigation. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Area and the Easement Area is not subject to any foreclosure or deed in lieu of foreclosure.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross for the benefit of Grantee and shall run with the land and 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, its successors, agents and assigns forever.

EXHIBIT "A"
LEGAL DESCRIPTION FOR
T.M.W.A. WATER FACILITIES EASEMENT

All that certain real property lying within a portion of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section One (1), Township Nineteen (19) North, Range Nineteen (19) East, Mount Diablo Base Meridian, City of Reno, County of Washoe, State of Nevada, being a portion of that certain parcel according to Quitclaim Deed 511637, recorded on December 03, 2020, filed in the Official Records of said county, being further described as follows:

BEGINNING on the westerly boundary of said parcel, from which the southwest corner of said parcel bears, South 04°01'12" East, 266.98 feet;

THENCE continuing on said westerly boundary the following three (3) courses and distances:

- 1) North 04°01'12" West, 29.21 feet;
- 2) South 89°12'59" East, 22.99 feet;
- 3) North 01°41'09" West, 5.21 feet;

THENCE departing said westerly boundary, South 89°15'39" East, 15.23 feet;

THENCE South 00°47'31" West, 34.42 feet;

THENCE North 89°03'44" West, 35.54 feet to the westerly boundary of said parcel, also being the **POINT OF BEGINNING**;

Containing 1,151 square feet of land, more or less;

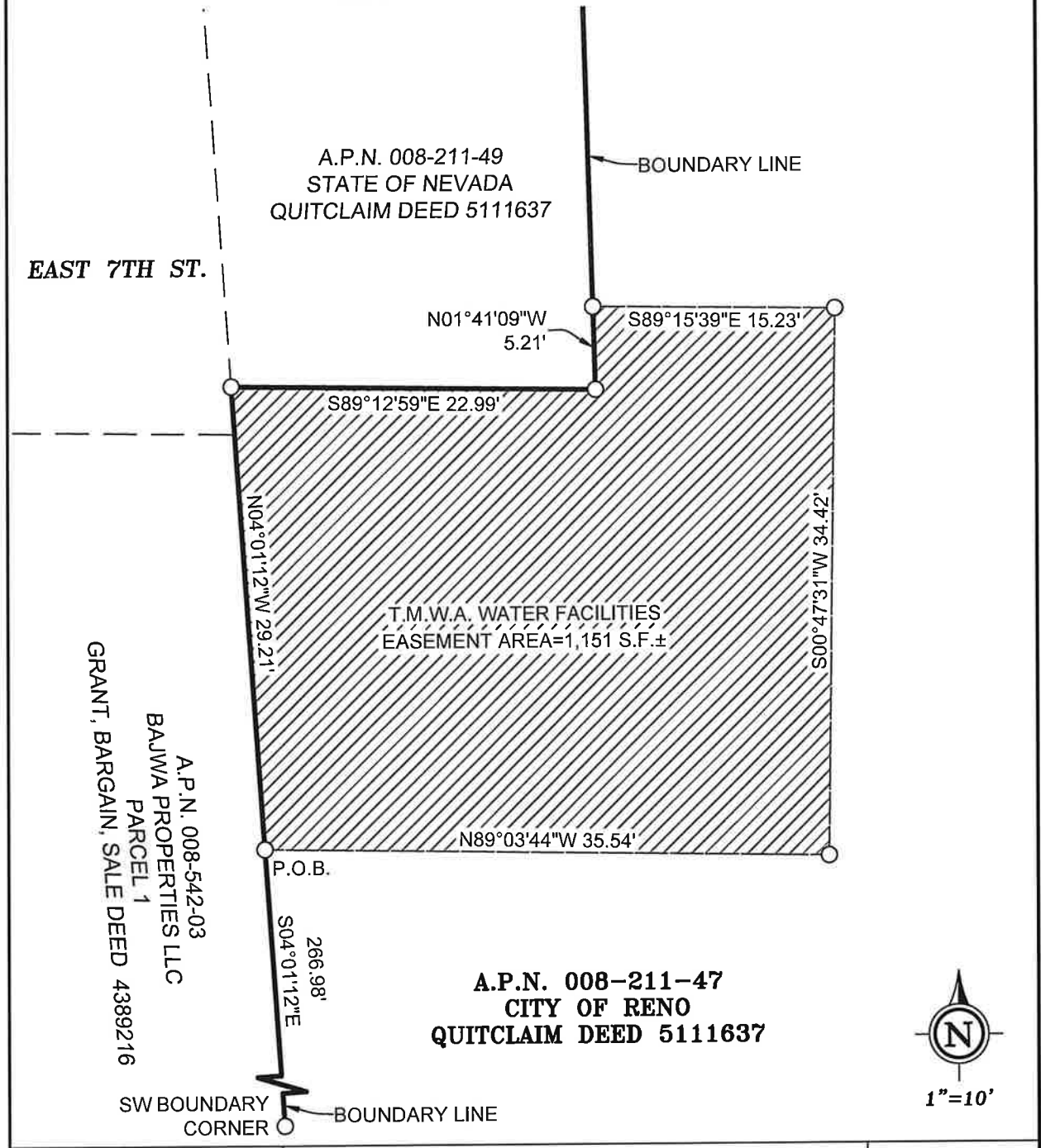
See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

The basis of bearings for this legal description is Nevada Coordinate System of 1983, West Zone, (NAD 83/94), as determined using Real Time Kinematic (RTK) GPS observations with corrections transmitted by the Nevada GPS Network. All dimensions shown are ground distances. Combined grid-to-ground factor = 1.000197939, scaled from 0.00N, 0.00E and converted to u.s. survey feet.

Prepared by:
Farr West Engineering
5510 Longley Lane
Reno, NV. 89511

Phil Reimer, P.L.S.
Nevada Certificate No.13869

T.M.W.A. WATER FACILITIES EASEMENT
 BEING A PORTION OF THE SE 1/4 OF THE SE 1/4 SECTION 1,
 TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.M.
 RENO WASHOE COUNTY NEVADA



EAST 7TH ST.

A.P.N. 008-211-49
 STATE OF NEVADA
 QUITCLAIM DEED 5111637

BOUNDARY LINE

N01°41'09\"/>

S89°15'39\"/>

S89°12'59\"/>

T.M.W.A. WATER FACILITIES
 EASEMENT AREA=1,151 S.F.±

A.P.N. 008-542-03
 BAJWA PROPERTIES LLC
 PARCEL 1
 GRANT, BARGAIN, SALE DEED 4389216

N89°03'44\"/>

P.O.B.

S04°01'12\"/>

A.P.N. 008-211-47
 CITY OF RENO
 QUITCLAIM DEED 5111637



1"=10'

SW BOUNDARY CORNER BOUNDARY LINE

FARR WEST
ENGINEERING
 5510 LONGLEY LANE
 RENO, NEVADA 89511
 PHONE: (775) 851-4788
 FAX: (775) 851-0766

EXHIBIT A-1
 PLAT TO ACCOMPANY
 DESCRIPTION

JOB NO. 2057
 SHEET 1 OF 1