

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this ____ day of _____, 2020, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County") 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 ("TMWA").

WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number No. 152-430-18, commonly known as Arrowcreek Open Space (the "County Property"), a portion of which comprises the "Water Facilities Easement Area" and a portion of which comprises the "Temporary Construction Area" as described in Exhibit "A" (Easement Deed) attached hereto and incorporated herein;

WHEREAS, TMWA is a public entity responsible for distribution of municipal water service in the area and has facilities adjacent to the County Property known as STMGID 6 Well and desires to install pump to waste facilities in order to comply and meet with current Nevada Administrative Codes.

WHEREAS, TMWA desires from the County a 3,734 sf grant of a permanent water facilities easement ("Water Facilities Easement") and a 8,206 sf construction easement ("Temporary Construction Easement") for the construction and installation of a pump to waste drain line and rock-lined channel, as expanded and corrected hereby collectively referred to as the ("Easements");

WHEREAS COUNTY pursuant to NRS 277.050 may sell any property belonging to it under certain conditions;

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

1. Sale of Easement. For and in consideration of the Purchase Price (at the negotiated value of \$3,734.00), County hereby sells to TMWA and TMWA buys from County, the Easements more particularly described in Exhibit "A" (Easement Deed) attached hereto and incorporated herein (in accordance with the terms, and subject to the conditions of this Agreement. County and TMWA agree that the Easements shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Water Facilities Easement shall be a permanent, non-exclusive public utility easement for the Water Facilities Easement Area, as described in the Easement Deed, used to access, construct, alter, maintain, inspect, repair, reconstruct, and operate a pump to waste drain line and rock lined channel and any

other facilities or appurtenances deemed necessary for operation of the water facilities (hereinafter called "Water Facilities") as described in the Easement Deed. The Temporary Construction Easement shall be a temporary, non-exclusive public utility easement for the Temporary Construction Area, as described in the Easement Deed, used to access and construct the water facilities improvements. The Temporary Construction Easement will expire upon completion of the water facilities improvements and associated revegetation or within six (6) months from the date of the recording of the Easement Deed in the office of the Washoe County Recorder, whichever occurs first.

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

TMWA acknowledges by acceptance of the Easements that County's present recreational uses of, and practices on, the County Property adjacent to the Water Facilities Easement Area and Temporary Construction Area are compatible with the purpose of the Easements. TMWA acknowledges by acceptance of the Easements that the County's future improvements of the property for recreational uses are compatible with the purpose of the Easements, so long as those improvements are consistent with the Grantee's use of the Water Facilities Easement Area and the Temporary Construction Area. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easements in accordance with those current and future recreation practices and in perpetuity. County and TMWA 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. TMWA acknowledges that the County owns the County Property and that use of the Easements does not interfere with any restrictions placed on the County Property.

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

4. Easements Price. TMWA shall pay the amount of three thousand, seven hundred and thirty-four dollars (\$3,734.00) ("Purchase Price") directly to County in consideration of the Water Facilities Easement and Temporary Construction Easement based on the appraised value of the land for use of the County Property.

5. Construction of Water Facilities. TMWA shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Water 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. TMWA agrees that, except in the event of an emergency, work performed on the initial installation of the Water Facilities: shall be allowed only between 8:00 a.m. and 7:00 p.m., Monday through Friday, within

the County Property. TMWA shall secure all necessary Nevada Department of Environmental Protection (NDEP) permits prior to construction of the water facilities improvements.

6. Revegetation. TMWA will revegetate and hydroseed the disturbed area utilizing a native seed mix approved by NDEP. TMWA 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 implementation of the hydroseeding application to ensure that revegetation efforts result in at least 50% coverage of the hydroseeded area after one (1) year, and 100% coverage after three (3) years. If the criteria are not met, additional hydroseeding applications shall be required.

7. County's Representations and Warranties. As a material inducement to the TMWA the County represents and warrants that:

7.1 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 Easements, and shall have and convey to TMWA at closing good and marketable title to the Easements 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 Easements, and no person or entity has any right or option to purchase the County Property or any portion thereof.

7.2 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 Easements, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

7.3 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.

7.4 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.

8. TMWA's Representations and Warranties. TMWA represents and warrants to County as follows:

8.1 Status, Power and Authority. TMWA is a joint powers authority entity duly organized, validly existing under the Laws of the State of Nevada, with all

requisite power and authority to enter into and carry out its obligations under this Agreement.

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

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

9. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to TMWA the Easement Deed, duly executed and notarized and such other documents required by TMWA 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.

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

10.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless TMWA and its board members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which TMWA 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.

10.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, TMWA shall indemnify, hold harmless and defend the indemnified party from and against all liability caused in whole or in part by an act or omission of Grantee or a related party arising out of the use of the Easement Area regardless of whether or not the liability is also caused in part by the indemnified party. "Indemnified Party: includes Grantor, its officers, employees, agents and contractors, successors and assigns. "Liability" includes all claims, actions, damages, losses, judgments, injuries, costs and expenses, including but not limited to attorney's fees and costs, including those related to bodily injury, sickness, disease or death or to injury or destruction of tangible property.

11. 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.

12. 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
Director, Community Services Department
P.O. Box 11130
Reno, NV 89520

TMWA: Truckee Meadows Water Authority
Attn: Water Resources Manager
P.O. Box 30013
Reno, Nevada 89520-3013

With copy to: Michael A.T. Pagni
100 W. Liberty Street, Tenth Floor
P.O. Box 2670
Reno, Nevada 89505

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 TMWA 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.

“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 _____, 2020,
_____ as Chair of the Board of County
Commissioners of Washoe County, personally appeared before me, a Notary Public, and
acknowledged to me that s/he executed the above instrument for the purpose therein
contained.

Notary Public

“TMWA”
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 _____, 2019, John R. Zimmerman, Water
Resources Manager, on behalf of Truckee Meadows Water Authority, personally
appeared before me, a Notary Public, and acknowledged to me that he executed the above
instrument for the purpose therein contained.

Notary Public

Exhibit "A"
To Easement Purchase and Sale Agreement

A.P.N: #152-430-18

After Recordation Return To:

Truckee Meadows Water
Authority P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, SR/WA, Land Agent

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

THIS GRANT OF WATER FACILITIES 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, 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 No. 152-430-18 commonly known as Arrowcreek Open Space ("County Property"), including property identified and described in Exhibit "A-1" ("Water Facilities Easement Area") and property identified and described in Exhibit "A-2" ("Temporary Construction Area"), 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 three thousand, seven hundred and thirty-four Dollars (\$3,734.00), 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 Water Facilities Easement Area to construct, alter, maintain, inspect, repair, reconstruct, and operate a pump to waste drain line and rock lined channel and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (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 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 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 Easement 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 Easement Property.

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 Water Facilities Easement Area and 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 Water Facilities Easement Area 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. 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 Water Facilities Easement Area 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 Water Facilities Easement Area and Temporary Construction Easement Area, as defined herein and shown on Exhibits A-1 and A-2 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 _____, 2019, 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.

Notary Public