

APN: 009-742-01

After Recordation Return To:

Washoe County Regional Parks and Open Space  
Attn: Sophia Kirschenman, Park Planner  
1001 E 9<sup>th</sup> Street  
Reno, NV 89512

AND

Mayberry Gardens, LLC  
Attn: Kurt Stitser  
3636 Mayberry Dr.  
Reno, Nevada 89509

**EASEMENT DEED  
GRANT OF STORM DRAIN EASEMENT**

THIS GRANT OF STORM DRAIN EASEMENT (“Deed”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“Grantor”) and “MAYBERRY GARDENS, LLC”, a Nevada limited liability company, hereinafter referred to as “GRANTEE”.

**W I T N E S S E T H:**

WHEREAS, Grantor is owner of certain real property situate in the County of Washoe, State of Nevada, identified as Assessor’s Parcel Number 009-742-01 (“Grantor Property”), commonly known as Betsy Caughlin Donnelly Park, including property identified and described in Exhibit “A” (“Storm Drain Easement”), attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into an Easement Agreement dated \_\_\_\_\_, pursuant to which Grantor has agreed to convey a permanent, non-exclusive storm drain easement to Grantee across a portion of the Grantor Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the mitigation measures, including the future installation of water and electrical lines to serve the Grantor Property, and other good and valuable consideration, does hereby agree as follows:

1. Grant of Storm Drain 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 Storm Drain Easement to construct, alter, maintain, inspect, repair, reconstruct, and operate a pipe from the detention basin on the Grantee Property to a flared end section on the Grantor Property and ±40 square feet of rip rap (“Storm Drainage Facilities”).

2. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 2.1, Grantor reserves to itself, and to its successors, agents and assigns, the right of ingress and egress over the surface of the Storm Drain Easement and to use the surface area of the Storm Drain Easement for parks and recreation purposes and uses by the general public. Grantor reserves the right to make reasonable improvements to the Storm Drain Easement for public recreation purposes and consistent with its use.

2.1 No Unreasonable Interference. Grantor shall not (a) erect or place or permit to be erected or placed any buildings or improvements on the Storm Drain Easement that are inconsistent with or unreasonably interfere with Grantee's full use and enjoyment of the rights granted herein; or (b) grant any other easements pertaining to or make any other use of the Storm Drain Easement that is inconsistent with or interferes with Grantee's full use and enjoyment of the rights granted herein.

2.2 Grantee acknowledges by acceptance of the Storm Drain Easement that Grantor's present and future public recreational uses of, and practices on, the surface area of Grantor Property are compatible with the purpose of this Storm Drain Easement. Grantor reserves the right to use and enjoy the Grantor Property and surface area of the Storm Drain 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 Grantor 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 Storm Drain Easement shall be subject to and not interfere with any existing restrictions placed on the Grantor Property.

3. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs incurred by the injured party as a result of either party's breach of any covenant set forth herein.

4. Indemnification. Without waiving any defenses or liability limitations set forth in NRS Chapter 41, County agrees to indemnify and hold harmless Mayberry Gardens, LLC and its officers, directors, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever, which Mayberry Gardens, LLC may incur by reason of or in connection with any untrue statement in this Deed made by County or the breach of any representation or warranty of County contained in this Deed.

Grantee agrees to defend, indemnify and hold Grantor, its officers, agents, and employees harmless from any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs and expenses) to any person, persons, or property arising out of Grantee's use of, or construction of the improvements within the Storm Drain Easement.

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.

*(signatures and notaries to follow on next page)*

“GRANTOR”

WASHOE COUNTY, a political subdivision of the  
State of Nevada

By: \_\_\_\_\_  
Bob Lucey, Chair  
Washoe County Commission

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Bob Lucey 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”

Mayberry Gardens, LLC  
a Nevada limited liability company

By: \_\_\_\_\_  
Kurt Stitser  
Manager

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Kurt Stitser, Mayberry Gardens, LLC  
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