

APN: 083-024-06

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY,  
AND AFTER RECORDATION  
RETURN TO:**

Truckee Meadows Water Authority  
P.O. Box 30013  
Reno, NV 89520-3013  
Attn: Heather Edmunson, SR/WA,  
Lands Administrator

**EASEMENT DEED  
GRANT OF WATER FACILITIES EASEMENT**

THIS GRANT OF WATER FACILITIES EASEMENT ("Deed") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Grantor" or "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 ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain real property situated in the County of Washoe, State of Nevada, currently Assessor's Parcel Number 083-024-06, commonly known as Lazy 5 Regional Park ("County Property"), including property identified and described in Exhibit "A" and "A-1" ("Easement"), attached hereto and made a part hereof; and

WHEREAS, Grantee desires from Grantor a permanent and non-exclusive easement over The Water Facilities Easement Area to connect two dead-end water systems identified within Lazy 5 Regional Park and the adjacent residential community of Tierra Del Sol, for the purpose of creating a looped water distribution system in compliance with NAC 445A.6712 requirements; and

WHEREAS, Grantor desires to grant said easements for the benefit of the residents, businesses and visitors of Washoe County; and

NOW THEREFORE, Grantor, pursuant to NRS 277.053 and in recognition that the water facilities easement is to be used for a public purpose, does hereby grant and convey to Grantee, a permanent Water Facilities Easement, defined in Exhibit "A" and "A-1", attached hereto and made a part hereof, completed and delivered by Grantee, receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Grant of Easement County hereby grants to Grantee and its respective successors, its successors and assigns:

a. A Perpetual right and Non-Exclusive Easement including the right to:

- i. to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with appropriate access roads, mains, markers, conduits, pipes, fixtures, and any other underground facilities or appurtenances deemed necessary or convenient by TMWA to provide water services (hereinafter called "Water Facilities"), across, upon, under, and through that portion of the County Property such portion legally described in Exhibit "A" and shown in Exhibit "A-1" attached hereto and made a part of the Grant of Easement ("Easement Area"), provided however, that the work shall be coordinated with and approved by Washoe County Regional Parks and Open Space staff to ensure compliance with the existing Land Water Conservation Funds (LWCF) deed restrictions on the property;
- ii. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
- iii. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Water Facilities Easement within the Easement Area.

Grantee will be responsible for any and all damages of whatever kind or nature, proximately caused by Grantee's acts or omissions in the construction, operation, addition to, maintenance, or removal of the Water Facilities on the date Grantor signs the Grant of Easement, and shall indemnify, defend and hold harmless Grantor for any such claims of damages which are asserted against Grantor.

Grantor shall not: (a) erect or place or permit to be erected or placed any buildings or improvements on the 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 Easement that is inconsistent with or interferes with Grantee's full use and enjoyment of the rights granted herein.

Grantee acknowledges by acceptance of the Easement that Grantor's present and future public recreational uses of, and practices on, the surface area of Grantor's Property are compatible with

the purpose of this Easement. Grantor reserves the right to use and enjoy the Grantor 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 future uses of, and practices on, the surface of the Grantor Property may change over time as a result of development and the public's need for recreation. Grantee acknowledges that the County retains ownership of the property and that Grantee's use of the Easement shall be subject to and not interfere with any existing restrictions placed on the Grantor Property.

2. Easement Access. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have at all times ingress and egress to the Easement Area for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating the Water Facilities.

3. Site Plans. Prior to installation of the Water Facilities, Grantee shall submit site plans to County for review and approval.

4. Maintenance. Grantee agrees to maintain the Water Facilities in good order and repair, and consistent with County's and Grantee's standards for maintenance of such improvements, as amended from time to time. Grantee shall remedy and repair any damages or vandalism on the Easement Area within thirty (30) days of notification from County.

5. Warranties and Representations by County. County warrants and represents that County 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 County Property. County 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 County is duly authorized to so sign and has the full power and authority to bind County.

6. Hold Harmless. Grantee shall hold County harmless from 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.

7. County's Reservation of Rights. Subject at all times to the limitations and provisions of Section 7.1, County reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the Easement Area and (ii) the right to use the County Property for purposes and uses by County that will not infringe on Grantee's rights hereunder or create dangerous situations. County reserves the right to make reasonable improvements to the County Property.

7.1 No Unreasonable Interference. County 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 Grantee's full use and enjoyment and the rights granted herein.

8. Termination. The Easement may be terminated by mutual agreement, in writing.

9. Entire Agreement and Severability. This Deed constitutes the parties' entire understanding concerning the subject matter of the agreement between the parties and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Deed shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. If any provision of this Deed is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of this Deed not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Deed.

10. Counterparts. This Deed may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

11. Enforcement; Breach Shall Not Permit Termination. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

12. Governing Law; Venue. The laws of the State of Nevada shall govern the validity, construction, enforcement and interpretation of this Deed. Venue for any legal action arising out of this Deed shall be in Washoe County, Nevada. Grantor does not waive, and intends to assert any and all available defenses in NRS Chapter 41.

13. Amendments. This Deed may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

14. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof thereafter shall be construed as if such invalid, illegal, or unenforceable term or conditions had never been contained herein.

15. Waiver. Either party may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this Section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertaking, obligations, and agreements contained herein shall be cumulative and not mutually exclusive

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IN WITNESS WHEREOF, the parties hereto have executed this Easement 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 \_\_\_\_\_, 2026, \_\_\_\_\_ personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public  
“TMWA”  
TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA      )  
                            )  
                            ) ss.  
COUNTY OF WASHOE      )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, \_\_\_\_\_ personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

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

**EXHIBIT A**  
**LAND DESCRIPTION FOR A**  
**20' WIDE WATER FACILITIES EASEMENT**

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of Section Ten (10), Township Twenty (20) North, Range Twenty (20) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a portion of that certain real property as described as Parcel 2-A within Deed Document No. 2353624, and further shown as Parcel 2-A on Record of Survey Map No. 3627, File No. 2353625, both documents being recorded June 22, 1999, Official Records of Washoe County, Nevada, and being more particularly described as follows:

**COMMENCING** at the north quarter-corner of said Section 10, said corner being a point coincident with the northerly boundary line of aforesaid Parcel 2-A;

**THENCE** easterly coincident with said northerly boundary line, South 87°35'27" East, 219.51 feet to the **POINT OF BEGINNING**;

**THENCE** easterly coincident with said northerly boundary line, South 87°35'27" East, 20.13 feet;

**THENCE** southerly departing said northerly boundary line, South 8°56'18" West, 97.78 feet to a point coincident with the northerly sideline of an existing 20-foot Water Main Easement as described within that Grant of Easement Document No. 4422987, recorded December 31, 2014, Official Records of Washoe County, Nevada;

**THENCE** westerly coincident with said northerly sideline, North 81°03'42" West, 20.00 feet;

**THENCE** northerly departing said northerly sideline, North 8°56'18" East, 95.50 feet to the **POINT OF BEGINNING** and the end of this description.

Containing 1,933 square feet of land, more or less.

**SEE EXHIBIT A-1** attached hereto and made a part hereof.

**BASIS OF BEARINGS** for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94 as shown on Record of Survey Map No. 3627, File No. 2353625, recorded June 22, 1999, Official Records of Washoe County, Nevada.

Prepared By:

**JKAE Design**

Justin M. Moore, P.L.S.  
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