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Electronic Recording Requested By
TRUCKEE MEADOWS WATER AUTHORITY

Washoe County Recorder

Kalie M. Work

Fee: \$0 RPTT: \$0

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A.P.N: 044-300-19 (a portion of)

After Recordation Return To:

Truckee Meadows Water Authority

Attn: Heather Edmunson, SR/WA, Lands Administrator

P.O. Box 30013

Reno, Nevada 89520-3013

**GRANT OF EASEMENT FOR
WATER FACILITIES AND ACCESS ROAD**

THIS INDENTURE, made and entered into this 11th day of OCTOBER, 2024, by and between **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** ("**Grantor**") for other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to **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 NRS Chapter 277 ("**Grantee**").

RECITALS:

A. Grantor owns certain real property located in the County of Washoe, State of Nevada, described as Assessor's Parcel No. 044-300-19 more particularly described as a portion of Parcel A of Parcel Map No. 5199 for SOUTH HILLS INVESTMENT COMPANY, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on November 25, 2015, under Document No. 4536437 (the "**Grantor Property**");

B. Grantee operates a municipal water system in Washoe County;

C. Grantor desires to grant a non-exclusive easement to Grantee over, across and under a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein, in connection with the construction and operation of certain water system facilities by Grantee.

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

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees: i) a permanent and non-exclusive easement and right of way ("**Easement**") to construct, alter, maintain, inspect, repair, reconstruct, and operate underground water pipelines, together with the appropriate conduits, markers, valve boxes, vents, meters, fixtures, access road and any other facilities or appurtenances (hereinafter called "**Water Facilities and Access Road**"), 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 to access the Water Facilities and Access Road (the "**Easement Area**").

2. **Access.** Grantee, and its respective successors, assigns, agents and licensees, shall have at all times ingress and egress to the Easement Area for the purposes set forth above.

3. Access Road Improvements and Maintenance. Grantee shall maintain the access road, as it deems appropriate in a clean and safe condition for Grantee's purposes at its reasonable sole discretion, but makes no representations or warranties regarding the condition of the road or its safety for access by others or for other uses. Grantee shall install a suitable all-weather surface similar to at least four-inch compacted type two gravel base or asphalt paving. Grantee will use caution during maintenance of the Water Facilities and Access Road and maintain the Easement Area for Grantee's purposes in state of good repair and efficiency. If the Grantor, or its successors, heirs or assigns, upgrade or make changes to the shared portion of the roadway, treating the surface, reshaping the surface, constructing drainage or retaining wall structures, causing any utility relocations, or other improvements or changes, it shall be done at no expense to Grantee and Grantee shall not be required to maintain or repair the road to its upgraded condition. Snow removal shall not be the responsibility or obligation of the Grantor or Grantee. Grantor shall indemnify, hold harmless, and defend Grantee against any claims, lawsuits, or other causes of action asserted against Grantee by anyone using the road to access Grantor's Property.

4. Hold Harmless. Subject to and without waiving the liability limitations in NRS Chapter 41, Grantee will at all times indemnify, save and hold harmless Grantor with respect to any and all losses, damages, costs, fees (including attorney's fees), claims, fines, penalties, actions, proceedings or liabilities whatsoever by reason of any injury or death to any person or any damage to the Grantor Property, the Easement Area, or any property located thereon, to the extent caused by any act or omission of Grantee, its agents, employees, representatives, contractors, or subcontractors in using, constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Area.

5. No Interference. Grantor shall not plant, erect or construct, nor permit to be planted, erected or constructed within the Easement Area, any shrubs, trees, buildings, fences, parking areas or structures, nor shall Grantor 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.

6. Removal of Obstructions. Grantee shall have the right, to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may impair, interfere with or endanger Grantee's use of the Easement Area or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Area.

7. 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.

8. Relocation of the Water Facilities and Access Road. Grantor may, at any time, request the relocation of the Water Facilities and Access Road Easement Area, including the access road and improvements to a new location on the Grantor Property. Grantee has sole discretion to reject or approve such request. Any relocation must be suitable to Grantee for Grantee's intended purposes and Grantor must convey to Grantee an equivalent easement in the new location and pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocations of the Water Facilities and Access Road, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

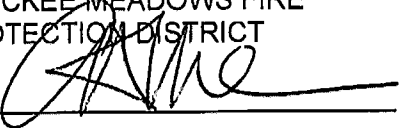
THIS GRANT OF EASEMENT and the terms contained herein shall benefit Grantee in gross, and shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto each said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor and each Grantee have caused these presents duly to be executed the day and year first above written.

GRANTOR:

TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT

By: 

Name: Charles Moore

Title: Fire Chief

GRANTEE:

TRUCKEE MEADOWS WATER
AUTHORITY, A Joint Powers Authority

By: 

John R. Zimmerman, General Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this 11 day of October, 2024, by Charles A. Moore as Fire Chief of Truckee Meadows Fire Protection District, as therein named.



Krystal Shaver
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this 16th day of October, 2024, by John R. Zimmerman, General Manager of the Truckee Meadows Water Authority, as therein named.



Heather Edmunson
Notary Public

EXHIBIT "A"
25' ACCESS AND TMWA PIPELINE EASEMENT
LEGAL DESCRIPTION

All that certain real property situate within a portion of the Southeast quarter (SE 1/4) of Section Seven, (7), Township Eighteen (18) North, Range Twenty (20) East, Mount Diablo Meridian, and being a portion of Parcel A, as shown on Parcel Map No. 5199, Recorded November 25, 2015, as File No. 4536437 Official Records of Washoe County, State of Nevada, and being more particularly described as follows:

BEGINNING at the southeast corner of said Parcel A, said point also being coincident with the northerly right of way of Broken Hill Road as shown on said Parcel Map 5199;
THENCE coincident with said northerly right of way, North 57°18'27" West a distance of 25.00 feet;
THENCE departing said northerly right of way, North 32°24'23" East a distance of 183.00 feet;
THENCE South 57°18'27" East a distance of 25.00 to a point coincident with the easterly boundary line of said Parcel A;
THENCE coincident with said easterly boundary line, South 32°24'23" West a distance of 183.00 feet to the **POINT OF BEGINNING**.

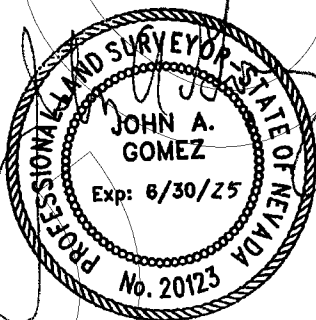
Containing 4,575 square feet of land, more or less.

See Exhibit "A-1" attached hereto and made apart hereof.

The **BASIS OF BEARINGS** for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94, and is identical to that of Parcel Map No. 5199, recorded November 25, 2015, as File No. 4536437, Official Records of Washoe County, State of Nevada.

Prepared By:

ODYSSEY ENGINEERING, INC.
John A. Gomez
Nevada Certificate No. 20123
895 Roberta Lane, Suite 104,
Sparks, NV 89431



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N57°18'27"W	25.00'
L2	S57°18'27"E	25.00'

POB - POINT OF BEGINNING
P.M. - PARCEL MAP
APN - ASSESSOR'S PARCEL NUMBER

25' ACCESS AND TMWA
PIPELINE EASEMENT
4,575 ± SF

A.P.N. 044-300-19
PARCEL "A" - P.M. 5199
TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT

A.P.N. 044-300-20
PARCEL "B" - P.M. 5199
SOUTH HILLS INVESTMENTS, LLC.

BROKEN HILL ROAD
(DEDICATED TO WASHOE COUNTY
PER P.M. 1255)



EXHIBIT "A-1"
WWW.ODYSSEY-CIVIL-ENGINEERING.COM
Odyssey
**ENGINEERING
INCORPORATED**

25' ACCESS AND TMWA PIPELINE EASEMENT
LOCATED WITHIN THE SOUTHEAST 1/4 OF
SECTION 07, T.18N., R.20E., M.D.M.
WASHOE COUNTY, NEVADA

SCALE:
1"=30'
DATE:
10/2024
SHT. NO.:
1 of 1



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally based on the undersigned's representation that: (1) a suitable copy will be submitted at a later date; or (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been recorded it may not reproduce a legible copy.



Signature

10-16-2024

Date

Heather Edmunson

Printed Name