

APNs: 534-561-06 & 534-561-07

When recorded, return to:
Washoe County Engineering
1001 E. Ninth Street
Reno, Nevada 89512

GRANT OF NON-EXCLUSIVE EASEMENT WITHIN WASHOE COUNTY

THIS GRANT OF A NON-EXCLUSIVE EASEMENT WITHIN WASHOE COUNTY PROPERTY made and entered into this _____ day of _____, 2026, by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada “GRANTOR” hereinafter referred to as the Party of the First Part, and BI CDLP LLC, “GRANTEE” hereinafter referred to as Party of the Second Part.

W I T N E S S E T H:

For and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement and right-of-way for Non-Exclusive Roadway and Utility facilities upon, over, across and through the land herein described, together with the perpetual right to enter upon said land to construct, reconstruct, maintain and repair said Non-Exclusive Roadway and Utility facilities with all current and future permitting, operation, maintenance and repair costs being the sole responsibility of the Grantee.

The easement and right-of-way hereby granted is situate in the County of Washoe, State of Nevada, more particularly described in Exhibit “A” and depicted on Exhibit “A-1” attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

This is an exclusive Grant of Non-Exclusive Easement within Washoe County Property for the benefit of the Grantee and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose they may desire.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

Grantee agrees to defend and indemnify Grantor, its officers, agents, and employees from any and all third-party claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities arising out of Grantee's use of the easement, except to the extent attributable to the negligent or intentional act or omission of Grantor, its employees, agents or independent contractors. Additionally, Grantee agrees to repair all damage caused by Grantee's use of the easement.

Subject to the limitations in NRS Chapter 41, Grantee shall hold Grantor 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 easement granted herein.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written.

GRANTOR:
COUNTY OF WASHOE,
A political subdivision of the State of Nevada

Signature
By: _____
(Name & Title Printed)

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on the ____ day of _____, 2026,

by _____
(Name)

as _____
(Title)

of _____
(Grantor's Name)

NOTARY PUBLIC

GRANTEE:
BI CDLP LLC

Signature
By: _____
(Name & Title Printed)

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on the ____ day of _____, 2026,

by _____
(Name)

as _____
(Title)

of _____
(Grantor's Name)

NOTARY PUBLIC