

APN: 027-011-10, 027-011-12, 027-011-14

When Recorded Mail To:

Orr Ditch and Extensions Water Company
c/o McDonald Carano
P.O. Box 2670
Reno, NV 89505

DOC # 5320429

07/25/2022 10:50:22 AM

Requested By

WASHOE COUNTY CSD

Washoe County Recorder

Kalie M. Work - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 67

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

SIPHON FACILITIES AND ACCESS EASEMENT
AND NOTICE OF DESCRIPTION OF RELOCATED EASEMENT AREA

This Siphon Facilities and Access Easement and Notice of Description of Relocated Easement Area ("Agreement") is made _____, 2022 by and between the County of Washoe, a political subdivision of the State of Nevada ("County") and Orr Ditch and Extensions Water Company, a Nevada corporation ("Company"). The County and Company may be referred to herein individually, as a "Party", or together as "Parties".

RECITALS

WHEREAS, the Company operates a ditch system through the greater Truckee Meadows within easements, the location of which has been established by eminent domain, statutory dedication, prescription or grant, including underground easements for seepage (collectively, the "Original Easement") and the scope of which variously includes the channel of the ditch and ditch banks, commonly known as the Orr Canal ("Orr Canal"), including along the course generally depicted as the hatched area on Exhibit "A" attached hereto and incorporated herein ("Easement Area").

WHEREAS, the Easement Area includes a portion of that certain real property owned by the Washoe County School District, a political subdivision of the state of Nevada ("School District"), commonly known as 3530 Sullivan Lane, Sparks, Nevada, APN 027-011-14, as more particularly described in Exhibit "B" and incorporated herein (together, the "School District Parcel").

WHEREAS, the Easement Area includes a portion of that certain real property owned by the County commonly known as 0 Sullivan Lane, Sparks, Nevada, APN 027-011-10 (the "Northern Parcel") and 3500 Sullivan Lane, Sparks, Nevada, APN 027-011-12 (the "Golf Parcel" and together with the Northern Parcel, the "County Parcel"), each as more particularly described in Exhibit "C" attached hereto and incorporated herein.

WHEREAS, the County, Company, School District, and the Reno Sparks Convention and Visitors' Authority, a County Fair and Recreation Board created pursuant to NRS Chapter 244A, entered into that certain Agreement recorded June 25, 2019, as document number 4923462 in the official records of Washoe County, attached hereto as Exhibit "D" and incorporated herein ("Siphon Agreement").

WHEREAS, pursuant to terms of the Siphon Agreement, among other things, the School District (i) constructed and installed that certain inverted siphon and underground pipe and appurtenant facilities (collectively, the "Siphon Facilities") as depicted and described on Exhibit "A" on the County Parcel; (ii)

agreed to maintain and repair the Siphon Facilities, and (iii) agreed to grant the Company a non-exclusive easement across, under and thorough the County Parcel for access to and use of the Siphon Facilities.

WHEREAS, pursuant to the terms of the Siphon Agreement, among other things, the Company agreed to relocate the Original Easement to the location of the Siphon Facilities.

WHEREAS, the County desires to grant the Company the easements contemplated in the Siphon Agreement, and Company desires to the relocate of the Original Easement, each as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. Grant of Easements. In accordance with and in furtherance of the Original Easement and Siphon Agreement, County hereby grants to Company a perpetual non-exclusive easement across, under, and through that portion of the County Parcel more fully depicted and described in Exhibit "A":

- a. to use, operate and convey water through the Siphon Facilities, provided Company's right to convey water through the Siphon Facilities shall at all times be superior to and senior in right to any other flows through the Siphon Facilities, it being the express intention that the Company at all times have sufficient capacity within the Siphon Facilities for conveyance of irrigation water;
- b. the right, but not the obligation, to access, maintain and repair the Siphon Facilities in the event of an emergency or in the event County fails to timely do so, as set forth in the Siphon Agreement; and
- c. as otherwise necessary for the realignment of the Orr Canal contemplated by the Siphon Agreement.

2. Relocation; Abandonment and Termination. In accordance with and in furtherance of the Original Easement and Siphon Agreement, County hereby grants to Company an easement over, across, upon, under and through that portion of the County Parcel, and hereby relocates the Easement Area, to the area depicted on Exhibit "A" ("Relocated Easement Area"). Except as modified by Section 1 of this Agreement, the location of the Relocated Easement Area granted hereunder is granted pursuant to, on the same terms and conditions as, and for the purposes of the Original Easement, the terms and conditions of which are incorporated herein by reference and supersedes any prior grants of easement locations other than the Relocated Easement Area. All right, title and interest of the Company in the portion of the former Easement Area located outside of and replaced by the Relocated Easement Area is hereby abandoned by the Company and terminated in its entirety and replaced and superseded by the County's grant in the Relocated Easement Area. Except as to the relocated location of the Easement Area, which is hereby relocated as described in Exhibit D attached hereto and as modified by this Agreement, all other terms and conditions of the Original Easement, shall remain in effect such that upon the recordation of this Agreement, the Easement Area under the Original Easement shall consist of the area described and depicted in Exhibit D, attached hereto.

3. Transfer to Youth Golf Foundation. The Parties acknowledge the County intends to transfer the Golf Parcel to Northern Nevada Youth Golf Foundation, who will become the County's successor. Notwithstanding, the County will retain ownership of the Siphon Facilities located on the Golf Parcel.

4. No Amendment to Siphon Agreement. Except as expressly set forth in this Agreement, the Siphon Agreement is not amended or modified in any way and shall continue in full force and effect. For

the sake of clarity, each of the County's and the Company's obligations under the Siphon Agreement remain in full force and effect, including without limitation, the County's obligations to maintain, clean, repair and replace the Siphon Facilities and to maintain and clean the Orr Canal on the County Parcel, each as set forth in Section 2.2 of the Siphon Agreement.

5. Miscellaneous.

5.1 This Agreement shall be governed by the laws of the State of Nevada. Actions to enforce this Agreement shall be brought in the Second Judicial District Court in and for Washoe County, Nevada.

5.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

5.3 Each Party agrees that it shall, from time to time, upon the request of the other Party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested to effectuate the intent and purpose of this Agreement or which may be reasonably necessary or advisable to confirm title to or interest in or to enable it to deal with and dispose of, any of the interests conveyed herein or to be conveyed hereunder.

5.4 The terms contained in this Agreement shall be appurtenant to and run with the land of the County Parcel into perpetuity and shall be binding upon and shall inure to the benefit of the Parties and the permitted successors, agents and assigns.

5.5 Each person who signs this Agreement below warrants and represents that he or she has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he or she signs and that his or her signature has the effect of binding the principal. Any action taken by the officers or agents of any of the Parties prior to the effective date of this Agreement and which is authorized by this agreement is hereby ratified by the Party for whom that person acted.

[End of Page]

[Signature Page to Pipeline and Access Easement]

THIS GRANT OF EASEMENT and the terms contained herein shall be appurtenant to and run with the land of the County Parcel into perpetuity and shall be binding upon and shall inure to the benefit of the Parties and the permitted successors, agents and assigns.

COUNTY:

WASHOE COUNTY,
a political subdivision of the State of Nevada



Chairman, Board of County Commissioners
Alexis Hill

Date: July 12, 2022

COMPANY:

ORR DITCH AND EXTENSIONS WATER COMPANY,
a Nevada corporation

By: _____

Name: _____

Title: _____

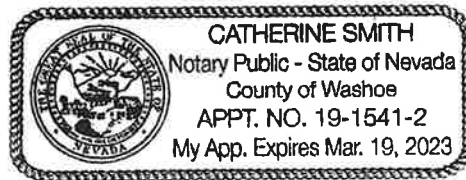
[Notary Pages Follow]

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 12 day of July, 2022, before me, a notary public in and for said State, personally appeared Alexis Hill proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Catherine Smith
NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the ____ day of _____, 2022, before me, a notary public in and for said State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

NOTARY PUBLIC

[Signature Page to Pipeline and Access Easement]

THIS GRANT OF EASEMENT and the terms contained herein shall be appurtenant to and run with the land of the County Parcel into perpetuity and shall be binding upon and shall inure to the benefit of the Parties and the permitted successors, agents and assigns.

COUNTY:

WASHOE COUNTY,
a political subdivision of the State of Nevada

Chairman, Board of County Commissioners

Date: _____

COMPANY:

ORR DITCH AND EXTENSIONS WATER COMPANY,
a Nevada corporation

By: 

Name: RON GRIBBLE

Title: Director

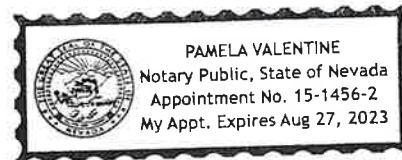
[Notary Pages Follow]

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 21ST day of July, 2022, before me, a notary public in and for said State, personally appeared Ron Gribble proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Pamela Valentine
NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the ____ day of _____, 2022, before me, a notary public in and for said State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

NOTARY PUBLIC

Exhibit A
Depiction of Easement Area
[See attached]

EXHIBIT "A"
RELOCATED ORR DITCH EASEMENT

All that certain Relocated Orr Ditch easement situate within the Northwest One-Quarter (NW 1/4) of Section 32, Township 20 North, Range 20 East, M.D.M., City of Sparks, Washoe County, State of Nevada, being a portion of Parcel 3-A of Record of Survey Map No. 6341, File No. 5281658, recorded on March 2, 2022, in the Official Records of Washoe County, being more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel 3-A;

THENCE along the Westerly boundary of said Parcel 3-A, South 00°00'00" East a distance of 615.59 feet;

THENCE departing said Westerly boundary, South 03°38'45" West a distance of 264.36 feet to the Westerly boundary of the Orr Ditch Easement per Parcel Map No. 5369, File No. 4850128, recorded on September 12, 2018, in said Official Records, also being the **POINT OF BEGINNING**;

THENCE along said Westerly boundary of said Orr Ditch Easement, South 24°38'28" East a distance of 8.65 feet to the beginning of a non-tangent curve to the left;

THENCE from a radial line which bears North 63°04'28" East, 107.03 feet along the arc of a 174.32 foot radius curve through a central angle of 35°10'43";

THENCE departing said Westerly boundary, South 75°13'54" West a distance of 133.19 feet;

THENCE North 14°46'06" West a distance of 30.00 feet;

THENCE South 75°13'54" West a distance of 375.98 feet;

THENCE South 14°46'06" East a distance of 91.56 feet;

THENCE South 75°13'54" West a distance of 30.00 feet;

THENCE North 14°46'06" West a distance of 91.56 feet;

THENCE South 75°13'54" West a distance of 639.96 feet;

THENCE South 14°46'06" East a distance of 10.00 feet;

THENCE South 75°13'54" West a distance of 12.59 feet to the Easterly boundary of said Orr Ditch Easement;

THENCE along said Easterly boundary, North 12°38'13" West a distance of 60.04 feet;

THENCE departing said Easterly boundary, North 75°13'54" East a distance of 10.05 feet;

THENCE South 14°46'06" East a distance of 10.00 feet;

THENCE North 75°13'54" East a distance of 1046.08 feet;

THENCE North 14°46'06" West a distance of 30.00 feet;

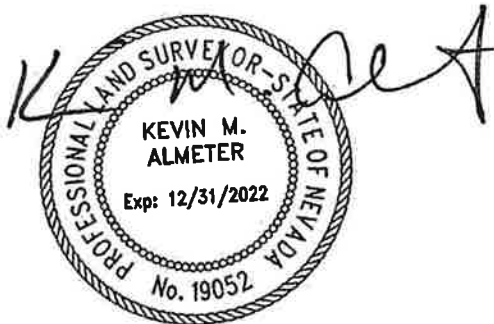
THENCE North 75°13'54" East a distance of 79.59 feet to the POINT OF BEGINNING.

Containing 55,176 square feet of land, more or less.

See Exhibit A-1 attached hereto and made a part hereof.

The Basis of Bearings for this legal description is identical to said Record of Survey Map No. 6341.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, Nevada 89502

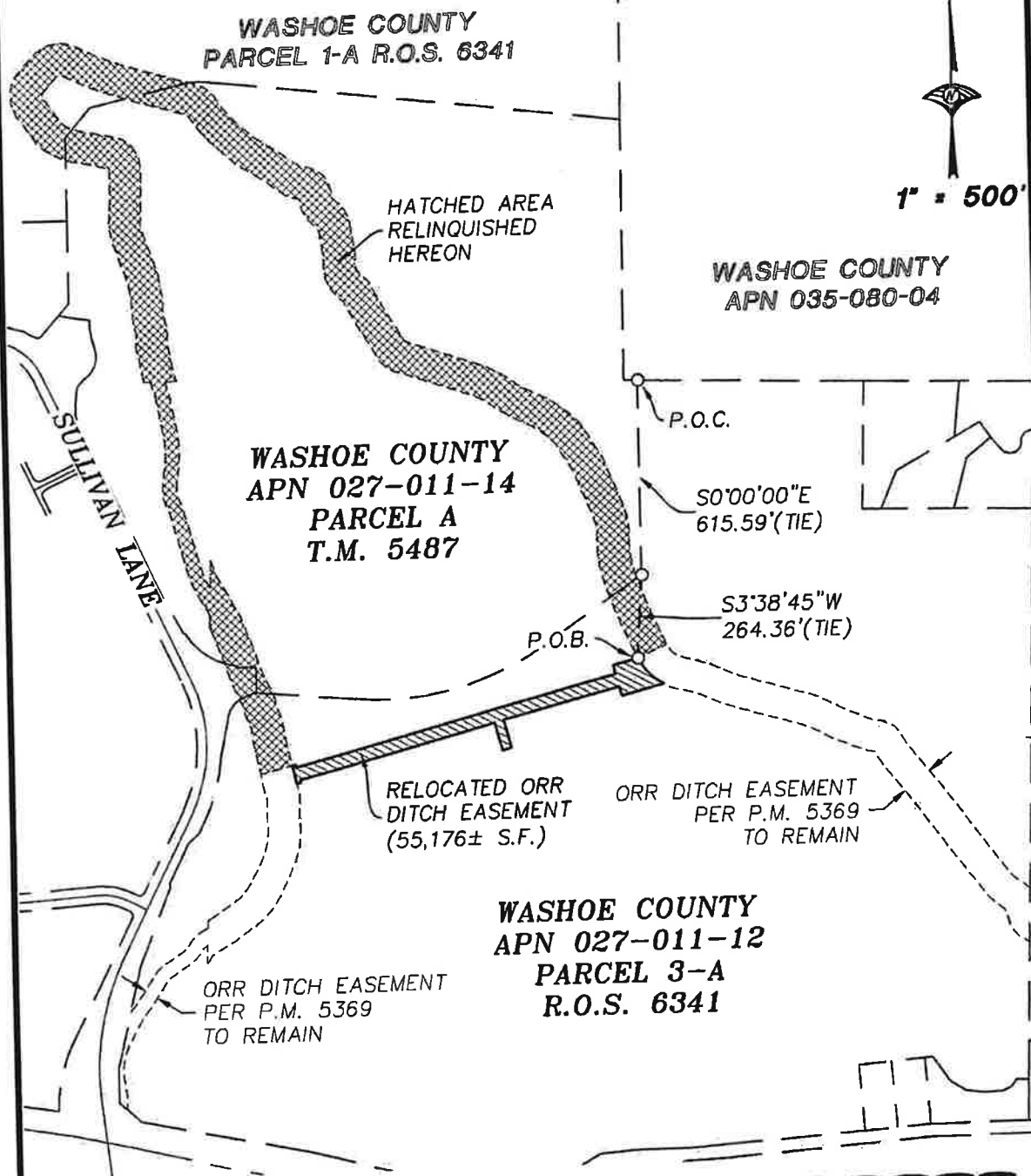


6-3-22

Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT A-1
PLAT TO ACCOMPANY

RELOCATED ORR DITCH EASEMENT
BEING A PORTION OF THE NW 1/4 OF SECTION 32
TOWNSHIP 20 NORTH, RANGE 20 EAST, M.D.M.
SPARKS WASHOE COUNTY NEVADA



JOB NO. 8052018
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

Exhibit B
Description of School District Parcel

EXHIBIT B
LEGAL DESCRIPTION FOR
WASHOE COUNTY SCHOOL DISTRICT PARCEL

All that certain real property situate within the Southwest One-Quarter (SW 1/4) of Section 29, the Southeast One-Quarter (SE 1/4) of Section 30, the Northeast One-Quarter (NE 1/4) of Section 31, and the Northwest One-Quarter (NW 1/4) of Section 32, Township 20 North, Range 20 East, M.D.M., City of Sparks, County of Washoe, State of Nevada, being Parcel A of Dedication Tract Map No. 5487 recorded April 13, 2022 as File No. 5294479 in the Official Records of Washoe County.

APN 027-011-14

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

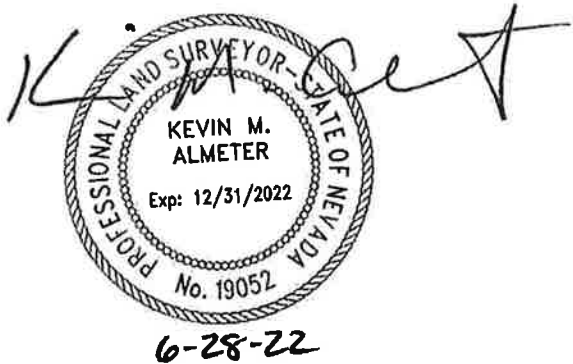
Exhibit C
Description of County Parcel

**EXHIBIT C
LEGAL DESCRIPTION FOR
WASHOE COUNTY PARCELS**

All that certain real property situate within the Southwest One-Quarter (SW 1/4) of Section 29, the Southeast One-Quarter (SE 1/4) of Section 30, the Northeast One-Quarter (NE 1/4) of Section 31, and the Northwest One-Quarter (NW 1/4) of Section 32, Township 20 North, Range 20 East, M.D.M., City of Sparks, County of Washoe, State of Nevada, being Parcel 1-A and Parcel 3-A of Record of Survey Map No. 6341 recorded March 2, 2022 as File No. 5281658 in the Official Records of Washoe County.

APNs 027-011-10 & 027-011-12

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

Exhibit D
Siphon Agreement
[See attached]

DOC #4923462

06/25/2019 11:37:05 AM
Electronic Recording Requested By
TICOR TITLE - RENO (COMMERCIAL)
Washoe County Recorder
Kalie M. Work
Fee: \$41.00 RPTT: \$0
Page 1 of 50

APN: 027-011-07, 08 and 09

When Recorded Mail To:

Orr Ditch Water and Extensions Company
c/o McDonald Carano
P.O. Box 2670
Reno, NV 89505

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

1901311-01

THIS DOCUMENT IS BEING RECORDED
AS AN ACCOMMODATION ONLY. NO
LIABILITY IS ASSUMED HEREBY.

AGREEMENT
April, 2019

Article 1 PARTIES AND RECITALS

1.1 Parties

Washoe County
("County")

County of Washoe
A political subdivision of the State of Nevada
P.O. Box 11130
Reno, Nevada 89520
Attn: Dave Solaro, Assistant County Manager

Washoe County School
District ("School
District")

Washoe County School District
A political subdivision of the State of Nevada
14101 Old Virginia Road
Reno, Nevada 895
Attn: Pete Etchart, Chief Operating Officer

Orr Ditch and Extensions
Water Company
("Company")

Orr Ditch and Extensions Water Company,
A Nevada a domestic corporation
P.O. Box 50404
Sparks, Nevada 89435
Attention: Ron Gribble, Director

Reno Sparks Convention
and Visitors' Authority
("RSCVA")

Reno Sparks Convention and Visitors' Authority, a
County Fair and Recreation Board created
pursuant to NRS Chapter 244A
4001 S. Virginia Street

Reno, NV 89502
Attention: Phil DeLone, President/CEO

1.2 Recitals

1.2.1 The County is the owner and operator of a certain parcel of real property located in Section 29, 30, 31 and 32, T20N, R20E, M.D.B.&M., more particularly described as Parcel No. 3 of that certain parcel map (Parcel Map No. 5369), recorded on September 12, 2018, File # 4850128 (the "County Parcel").

1.2.2 The School District is the owner and operator of a certain parcel of real property located in Section 29, 30, 31 and 32, T20N, R20E, M.D.B.&M., more particularly described as Parcel No. 2 of that certain parcel map (Parcel Map No. 5369), recorded on September 12, 2018, File # 4850128 (the "School District Parcel").

1.2.3 The Company is the owner of that certain waterway commonly known as the Orr Ditch (the "Orr Ditch") which in its current and historical alignment includes easements or rights-of-way traversing portions of the School District Parcel and the County Parcel. The typical period of use and operation of the Orr Ditch by Company for irrigation purposes is from April 1st through November 1st (the "Irrigation Season").

1.2.4 The County, the School District, and the RSCVA are parties to a Cooperative Agreement for the transfers of property rights relating to the County Parcel and the School District Parcel and which contemplates the construction of a school on the School Parcel. The school project requires the realignment of the Orr Ditch onto the County Parcel. The School District's construction of the school project will also include engineered improvements to the flow of storm water across the School District Parcel which shall have the effect of diverting storm flows away from the Orr Ditch.

1.2.5 The School District's contemplated realignment of a portion of the Orr Ditch involves constructing a new channel across the County Parcel roughly from west to east, constructing an inverted siphon and underground pipe and appurtenant facilities through such new channel, ("Siphon Facilities") and grading over the portion of the Orr Ditch that traverses the School District Parcel (collectively, the "Realignment Work"). The Realignment Work will reduce the overall length of Orr Ditch. A portion of the Realignment Work will direct the ditch flows through the Siphon Facilities which is intended to help prevent infiltration of surface water and reduce leakage from the ditch. For this Agreement the underground segment in the new channel, the historical above-ground portion of the Orr Ditch being perpetuated and the connections of those segments of the Orr Ditch which are or will be located on the County Parcel are referred to as the "County Parcel Ditch Segment."

1.2.6 The Company and the RSCVA are parties to a 1978 agreement (as amended) involving maintenance and liability of the portion of the Orr Ditch which traverses the County Parcel and the School District Parcel which agreement places certain duties and other obligations on RSCVA.

1.2.7 The proper functioning of irrigation ditches in the Northern Nevada climate require certain volumes and velocities of water flow which, in turn, require maintenance and repair of ditch facilities.

1.2.8 School District and County have requested Company abandon portions of the Orr Ditch right of way on the School District Parcel, and consent to the Realignment Work, the realignment of portions of the Orr Ditch on the County Parcel, and the diversion of the Orr Ditch through the Siphon Facilities.

1.2.9 The Parties desire by this Agreement to memorialize their agreements with respect to the Realignment Work and certain rights and duties related to the realignment of the Orr Ditch, abandonment of portions of the Orr Ditch right of way, and ongoing maintenance and liability with respect to the Orr Ditch where it traverses the School District Parcel and the County Parcel.

NOW, THEREFORE, THAT PARTIES AGREE IT IS HEREBY AGREE:

Article 2 RIGHTS AND DUTIES

2.1 The Company.

1. The Company grants to the School District and the County the right to perform the Realignment Work in accordance with this Agreement and relocate a portion of the Orr Ditch in the alignment shown on Exhibit A. The design of the Realignment Work is subject to review and approval of the Company which approval shall not be unreasonably withheld if the redesigned and reconstructed Orr Ditch meets or exceeds Company's historic flow capacity requirements and minimizes interference with and access to the Orr Ditch, and imposes no new maintenance obligations on Company.

2. The Company will cooperate with the School District and take all reasonably required actions to abandon, transfer, or otherwise extinguish the Company's property rights to the portion of the Orr Ditch on the School District Parcel within thirty (30) days of the later of i) final completion of the Siphon Facilities, including connection into the Orr Ditch; and ii) County's conveyance of the New Easement to Company.

3. Company shall have no duties, liability or responsibility with respect to the operation, maintenance, repair or replacement of the Siphon Facilities; provided, however, Company shall have the perpetual right and easement to convey water through the Siphon Facilities in accordance with the New Easement.

4. Company hereby grants County a license to enter over, upon and across any property owned, operated or controlled by Company within the Orr Ditch in connection with the cleaning, repair or maintenance of the Orr Ditch on the County Parcel as contemplated by this Agreement, provided County's entrance and repair or maintenance of the Orr Ditch does not impair, impede or in any manner disrupt any use of the Orr Ditch by Company, including without limitation, the delivery of irrigation water through the Orr Ditch.

5. The Company agrees that the March 23, 1973 agreement between the RSCVA and the Orr Ditch Company, including the June 12, 1978 addendum, is terminated effective upon the effective date of this Agreement, and the RSCVA is hereby released of any and all liability, claims or obligations arising from, or related to, the Orr Ditch accruing after the effective date of this Agreement.

6. The Company agrees that except as otherwise expressly provided in this Agreement, nothing changes any duty or right the Company has for the Orr Ditch.

2.2 The County.

1. County shall be solely responsible for performing and for payment of all costs incurred in connection with performing: i) all maintenance, cleaning, repairs, and replacement of the Siphon Facilities, cleaning all debris from any intake facilities, and keeping the Siphon Facilities in good condition and operating at their intended flow capacity such that they do not impair or impede the conveyance of water through the Orr Ditch; and ii) maintenance and cleaning of the Orr Ditch on the County Parcel, including:

A. Cleaning all debris which may collect from the mud banks, sides and bottom which may impede water flow of the Orr Ditch.

B. Trimming and removing vegetation above and below the water line of the Orr Ditch so as not to impede water flow of the Orr Ditch which may include the removal of roots or portions thereof.

C. Repairing cave-ins along banks of the Orr Ditch and removing such cave-ins where repair appears impossible to perform.

D. Removing all large rocks which may fall into the Orr Ditch and which may impede the water flow in the Orr Ditch.

E. Taking reasonable steps to prevent any washouts at bridge cross sites which may occur during times when there is high water flow in the Orr Ditch.

F. Managing the water flow from the Sun Valley area of Washoe County, Nevada during periods when there may be excessive water runoffs from that area, particularly to maintain and manage such runoffs by eliminating obstructions to keep such water above and below ground open and flowing.

The County accepts responsibility for the duties described in this paragraph 1 of Section 2.2, above and shall perform all such work with its employees, contractors or other agents in a workmanlike manner to the reasonable satisfaction of the maintenance supervisors of the Company. Except in the event of an emergency or routine cleaning of the Orr Ditch or Siphon Facilities, County shall not perform any other repairs or replacement work on the Siphon Facilities or Orr Ditch during the Irrigation Season without Orr Ditch prior written consent.

2. The County agrees to provide to the School District access to the portions of the County Parcel necessary for the School District to survey, design, construct and inspect the realignment of the Orr Ditch on the County Parcel.

3. The County shall grant Company a perpetual non-exclusive easement across, under, and through portions of the County Parcel i) to use, operate and convey water through the Siphon Facilities, provided Company's right to convey water through the Siphon Facilities shall at all times be superior to and senior in right to any other flows through the Siphon Facilities it being the express intention that Company at all times have sufficient capacity within the Siphon Facilities for conveyance of irrigation water; and ii) granting the right, but not the obligation, to access, maintain and repair the Siphon Facilities in the event of an emergency or in the event County fails to timely do so; and iii) as otherwise necessary for the realignment of the Orr Ditch contemplated by this Agreement (the "New Easement"). The New Easement shall be forty (40) feet in width along the centerline of the Siphon Facilities and any portion of the realigned ditch. The scope of the New Easement set forth above is for an irrigation ditch and shall include all other rights necessary thereto including the right of the Company to access the ditch. The form and substance of the New Easement shall be mutually agreed upon by County and Company and prior to commencement of the Relocation Work County shall deliver to the Company a deed for the New Easement fully executed in recordable form.

4. County shall be the sole and exclusive owner of the Siphon Facilities, subject to the New Easement and rights granted Company under this Agreement.

5. County shall not and shall not authorize any other person to discharge or convey storm water into, or dump any hazardous materials into, the Orr Ditch on the County Parcel.

6. The County agrees to indemnify, defend and hold harmless the Company from and against any and all losses, claims, liabilities, damages to persons or property, costs and expenses, including reasonable attorneys' fees, made against or incurred by County or Company resulting or arising from:

- (i) any willful or negligent act or omission of County related to or affecting the use, operation, repair or maintenance of the Siphon Facilities;
- (ii) water escaping from or overflowing the Siphon Facilities;
- (iii) any point source pollution attributable to or arising from County's work on the Siphon Facilities;
- (iv) asserted by any person as a result of an incident on or within the Siphon Facilities which is the result of the acts or omissions of County, its officers, employees, or agents or any use by any person of the Siphon Facilities;
- (v) any failure of the Siphon Facilities, or unplanned impairment or interruption in the delivery of water caused by County, excluding therefrom claims arising from physical damage to the Siphon Facilities directly caused solely by the negligent or willful misconduct of Company; and
- (vi) death or injury or damage to property in or around the County Parcel Ditch Segment.

As to the Company only, County expressly waives, and acknowledges and agrees it shall not assert against the Company any liability limitation otherwise available to the County under NRS Chapter 41 or other similar sovereign immunity provisions of Nevada law, including without limitation NRS 41.032 and NRS 41.033. County acknowledges and agrees the foregoing indemnification is a material inducement to Company to enter this Agreement. The foregoing shall not benefit any third party, and County expressly reserves all rights to assert NRS chapter 41 or other similar

sovereign immunity provisions of Nevada law against all persons other than the Company. The foregoing shall be construed at all times for the benefit of Company, and unless Company agrees otherwise shall not be severable from this Agreement for any reason, including any determination that any portion of the foregoing release and indemnity is unenforceable or invalid.

7. County shall provide at its expense and keep in force so long as this Agreement remains in force and/or the Siphon Facilities remain in operation, a commercial general liability policy protecting Company against liability occasioned by the Siphon Facilities or negligent acts or omissions by County, its officers, employees, agents or its invitees, including County's obligations to indemnify, defend and hold Company harmless in Section 6. The amount of such liability insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage under commercial general liability and \$1,000,000 combined single limit for bodily injury and damage under commercial automobile liability. County's commercial general liability shall be primary coverage for Company as the additional insured and any insurance, or self-insurance maintained by Company shall be excess of and noncontributory with any insurance, or self insurance carried or offered by County on behalf of Company. Insurance coverage, or any self-insurance or other coverage maintained by the County, or its subcontractors shall apply on a first dollar basis. A waiver of subrogation shall be provided in favor of Company from any and all claims of damages alleged by County, or its insurance company against Company, as an additional insured. Copies of the insurance coverage, any self-insurance or other program referenced in this paragraph shall be provided to Company by Certificate of Coverage, including copies of program endorsements clearly indicating that required in this paragraph. To the extent County is self-insured, County may satisfy County's insurance obligations through such self-insurance, and County agrees that all the foregoing insurance requirements apply to and will be covered by County's self-insurance programs and that County has sufficient assets to cover any insured losses if they occur.

2.3 The School District.

1. The School District shall be solely responsible for all design, plans and construction of the Realignment Work consistent with the alignment shown in Exhibit A; provided, however, the Realignment Work shall be designed and constructed in full conformance with Company's specifications and requirements and shall be designed and constructed to meet Company's historic or present flow capacity requirements and to minimize interference with and access to, and the regular cleaning and maintenance of, the Orr Ditch. All designs and plans shall be submitted to Company for review and approval. All work performed by School District on or about the Orr Ditch, including without limitation construction of the Realignment Work, must be reviewed and approved in writing in advance by Company. School District shall be solely responsible for prosecuting the Realignment Work, and agrees to coordinate such construction with Company in advance so as to minimize adverse impacts on Company's irrigation operations. County shall notify Company no later than 48 hours prior to commencing any construction or other work on the Orr Ditch. The School District shall perform the Realignment Work in a workmanlike manner according to a construction-ready design approved by the Company and the County.

2. No construction may commence on any portion of the Orr Ditch on the School District Parcel until the Siphon Facilities are constructed, fully operational for conveyance of water from the Orr Ditch, and have been inspected and approved by the Company, it being expressly agreed that at all times during the Irrigation Season Company must have the ability to convey water through the Orr Ditch. School District shall perform the Realignment Work diligently, expeditiously, and with adequate resources so as to complete all the work in a manner that does not delay, impair, or adversely affect Company's delivery of irrigation water. If School District fails to complete any portion of the Realignment Work and such failure interferes, impedes or prevents Company from fully utilizing the Orr Ditch for irrigation purposes during the Irrigation Season, School District shall pay Company, as liquidated damages, and not as a penalty, the sum of \$1,000 per day for the first seven (7) days, \$5,000 per day for the next ten (10) days, and \$10,000.00 per day thereafter until the earlier of the completion of the work or the restoration of the Orr Ditch to full operational capacity, which sum, in view of the difficulty of estimating such damages with exactness, is hereby expressed, fixed, computed, determined, and agreed upon as the damages that will be suffered by the Company by reason of such default. It is understood and agreed by the parties that the liquidated damages herein mentioned are in lieu of the actual damages arising from such delay breach.

3. School District shall be independently and solely responsible for, and indemnify Company from all claims arising from or related to, all costs and expenses, including without limitation labor, material, maintenance, operation, reconstruction and construction related costs and expenses, arising from the Realignment Work, including without limitation any claims, disputes, lawsuits, changes in work, unforeseen conditions or other claims arising from or in connection with such work, and any adverse impacts on the structure or integrity of the Orr Ditch. School District shall also pay Company's encroachment application fees to review plans and specifications for the Realignment Work.

4. The School District will cooperate with the Company and take all reasonably required actions to abandon, transfer, or otherwise extinguish the Company's property rights to the Orr Ditch on the School District Parcel.

5. The School District acknowledges that the County is or may be operating a golf course on the County Parcel and the Realignment Work will temporarily interfere with that use of the property. The School District agrees to coordinate with the County the commencement of the construction of the realigned ditch which, based on currently available information, is expected to start in January of 2020.

6. The School District will cooperate with the County and take all reasonably required actions to transfer the Siphon Facilities to County upon completion.

7. No storm water drainage or dumping of any hazardous materials shall be permitted into the Orr Ditch from the School District Parcel and the development of the School District Parcel shall be designed, constructed and maintained to ensure that no storm water drainage from School District Parcel is discharged into the Orr Ditch.

8. To the fullest extent provided by law, the School District shall indemnify, hold harmless and defend the County and Company from and against all liability arising out of all actions taken by or omissions in the performance the School District's duties under this Agreement to design and construct the Realignment Work.

2.4 The RSCVA.

1. The RSCVA agrees that the March 23, 1973 agreement between the RSCVA and the Orr Ditch Company, including the June 12, 1978 addendum, is terminated effective upon the effective date of this agreement.

2. The RSCVA agrees to cooperate with the Parties to this Agreement by taking all reasonably required actions to abandon, transfer, or otherwise extinguish the Company's property rights to the Orr Ditch on the School District Parcel.

Article 3 GENERAL TERMS

3.1 Assignment. No party may assign any right or delegate any obligation under this Agreement without the written consent of all the other parties obtained in advance of the assignment or delegation. Consent is subject to the sole and absolute discretion of the consenting party but shall not be unreasonably withheld.

3.2 Binding effect; no third party beneficiary. This Agreement shall be binding on and runs to the benefit of the Parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement including individual members of the public and public groups and no third parties have any standing to enforce any of the provisions of this Agreement.

3.3 Standards for approvals. Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld.

3.4 Notices.

A. Unless otherwise provided herein, formal notices, demands and communications between the Parties must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 or to any address or number subsequently communicated to the sending party in writing.

B. If notice is sent by regular mail to the correct address, it will be deemed sufficiently given only when actually received by the correct addressee.

C. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three

business days after it is received by the U.S. Post Office as indicated on the receipt, whichever is earlier.

D. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), it will be deemed sufficiently given when delivered to the address as indicated in the records of the courier or service.

3.5 Further documents. Each party agrees to honor any reasonable requests by the other party to complete, execute and deliver any document necessary to accomplish the purposes hereof at the expense of the requesting party.

3.6 Timing provisions. Time is of the essence in the performance of this Agreement. Unless otherwise specified, the term "days" means calendar days. If a deadline falls on a weekend, holiday or day when the recipient of performance is not open for business, then performance is due on the first business day of the recipient thereafter. Unless otherwise specified, performance is due by the later of 5 p.m. local time or close of business of the recipient on the day it is due.

3.7 Applicable law; jurisdiction and venue. The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement. All actions brought to enforce this Agreement shall be brought in the Second Judicial District Court for the State of Nevada in and for Washoe County.

3.8 Severability.

A. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the Parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement and the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

B. To prevent windfall or unintended consideration, if any term or provision of this Agreement is deemed invalid or unenforceable or enforceable only to a limited extent, the Parties agree to negotiate in good faith to adjust any counter-performance, condition, or corresponding consideration.

3.9 Construction of Agreement.

A. Titles and headlines of this Agreement are intended for editorial convenience and are not to be construed as a part of this Agreement.

B. The word "include" or "including" is not intended as a limitation and shall be construed to include the words "but not limited to."

C. Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural.

D. The Parties hereto were each advised by counsel in drafting and negotiating this Agreement, and both Parties contributed to its contents. No presumptions against or in favor of either party are appropriate based on who drafted this Agreement or any provision herein.

3.10 Modifications and Amendments. This Agreement may be modified or amended only by a writing signed by an authorized agent of the party to be bound by the modification or amendment.

3.11 Authority to Execute and Ratification. Each person who signs this Agreement below warrants and represents that he or she has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he or she signs and that his or her signature has the effect of binding the principal. Any action taken by the officers or agents of any of the Parties prior to the effective date of this Agreement and which is authorized by this Agreement is hereby ratified by the Party for whom that person acted.

3.12 Entire Agreement; Attachments; counterparts.

A. This Agreement (together with the recitals, attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

B. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

C. This Agreement may be executed in counterparts and is deemed duly executed when original signature pages of all Parties are delivered to and assembled by the County.

3.13 Waiver. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

3.14 Effective Date and Term. This Agreement shall become effective once it has been executed by each of the Parties on the date last written below.

3.15 Run With Land. The terms contained herein shall be appurtenant to and run with the land of the School District Parcel and County Parcel into perpetuity and shall be binding upon and shall inure to the benefit of the Parties and the permitted successors, agents and assigns.

EXECUTED on the dates indicated:

WASHOE COUNTY

SIGNED IN COUNTERPART
By [Signature]
Chairman, Board of County Commissioners
Attest: [Signature]
SIGNED IN COUNTERPART
By [Signature]
County Clerk
Approved as to form and content:
By [Signature]
Deputy District Attorney

Date 5/28/19

Date 5-28-19

Date 5/28/19

RENO SPARKS CONVENTION AND VISITORS' AUTHORITY

By [Signature]
President/CEO PHILIP L. DELONE

Date JUNE 14, 2019

Attest:
By [Signature]

Date June 14, 2019

Approved as to form and content:

By [Signature]
Attorney BEN KENNEDY

Date 6.17.19

WASHOE COUNTY SCHOOL DISTRICT
SIGNED IN COUNTERPART

By [Signature]
Board Chair Superintendent

Date 5.13.19

Attest:


By _____

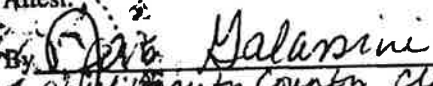
Date _____

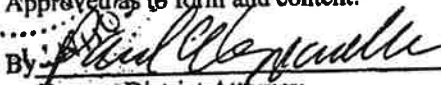
Approved as to form and content:

By _____
Attorney

Date _____

By 
S.E. Chairman, Board of County Commissioners
VAUGHN HARTUNG

Attest: 
Deputy County Clerk
JAN GALASSINI

Approved as to form and content:
By 
Deputy District Attorney
PAUL LIPPARELLI

Date 5/28/19

Date 5-28-19

Date 5/28/19

RENO SPARKS CONVENTION AND VISITORS' AUTHORITY
SIGNED IN COUNTERPART

By _____ Date _____
President/CEO

Attest: _____
SIGNED IN COUNTERPART

By _____ Date _____

Approved as to form and content:
SIGNED IN COUNTERPART

By _____ Date _____
Attorney

WASHOE COUNTY SCHOOL DISTRICT

B _____ Date 5.13.19
SIGNED IN COUNTERPART

Attest: _____
SIGNED IN COUNTERPART

By _____ Date _____

Approved as to form and content:

By _____ Date _____
SIGNED IN COUNTERPART
Attorney

SIGNED IN COUNTERPART
By _____ Date _____
Chairman, Board of County Commissioners

Attest:

SIGNED IN COUNTERPART
By _____ Date _____

Approved as to form and content:

SIGNED IN COUNTERPART
By _____ Date _____
Deputy District Attorney

RENO SPARKS CONVENTION AND VISITORS' AUTHORITY

SIGNED IN COUNTERPART
By _____ Date _____
President/CEO

Attest:

SIGNED IN COUNTERPART
By _____ Date _____

Approved as to form and content:

SIGNED IN COUNTERPART
By _____ Date _____
Attorney

WASHOE COUNTY SCHOOL DISTRICT

By  ✓ Date 6/25/19
~~Board Chair~~ Peter Etchart, Chief Operating Officer

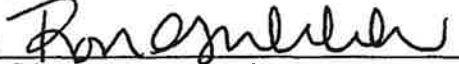
Attest:

By K. Goodin Date 6-25-19

Approved as to form and content:

By N/A Date _____
Attorney

ORR DITCH AND EXTENSIONS WATER COMPANY

By  Date 6-21-19
Director Ron Gribble


Attest:

By  Date 6/21/19

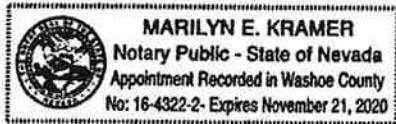
STATE OF NEVADA
COUNTY OF WASHOE

} SS:

This instrument was acknowledged before me on May 28, 2019,
by Vaughn Hartung.

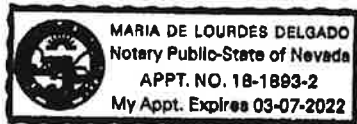

NOTARY PUBLIC

This Notary Acknowledgement is attached to that certain Agreement dated April, 2019 to be recorded under escrow No. 01901311.



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on June 17, 2019, by PHIL DELONE, in his capacity as President/CEO of the Reno-Sparks Convention and Visitors Authority.



A handwritten signature in dark ink, appearing to read "M. Delgado".

Notary Public

My Commission Expires: 03-07-2022



STATE OF NEVADA
COUNTY OF WASHOE

} SS:

This instrument was acknowledged before me on June 25, 2019

By:

Peter Echart

[Signature]

NOTARY PUBLIC

This Notary Acknowledgement is attached to that certain Agreement dated April, 2019 to be recorded under escrow No. 01901311.



STATE OF NEVADA
COUNTY OF WASHOE

} SS:

This instrument was acknowledged before me on June 21 2019, By Ron Gribble.

By: Charette Godoy
Notary Public

NOTARY PUBLIC

This Notary Acknowledgement is attached to that certain Agreement dated April, 2019 to be recorded under escrow No. 01901311.

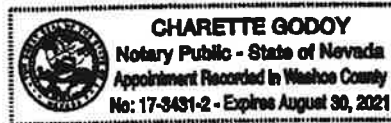


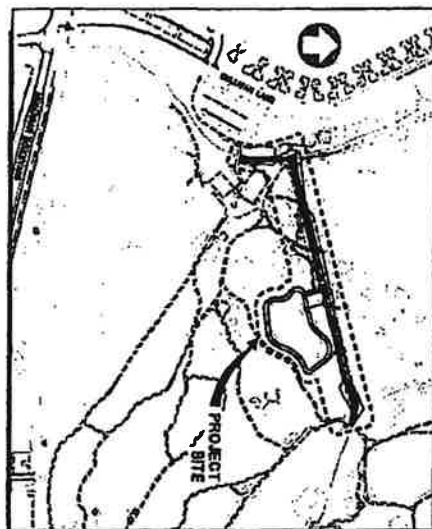
Exhibit "A"
Orr Ditch Realignment
(Attached)

For Sales and Service
Call 1-800-441-4400
For Technical Support
Call 1-800-441-4400



VICINITY MAP

ENT TO SCALE



OUTE PLAN

APPROVAL

SECRET, DOWNEY MEMORANDUM

LAST NAME	CITY/TOWN
FIRST NAME	RESIDENCE STREET
THE COMPANY	BEST FACILITY
	INVESTMENT OFFICE
PHONE NO.	ROLLING MOUNTAIN
	ELECTION

DATE: 11/11/2011

CITY OF SPARKS,

[illegible]

11

WILSON

三

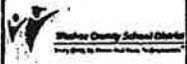
ORR DITCH AND EXTENSIONS WATER COMPANY,

PRELIMINARY - FOR REVIEW ONLY

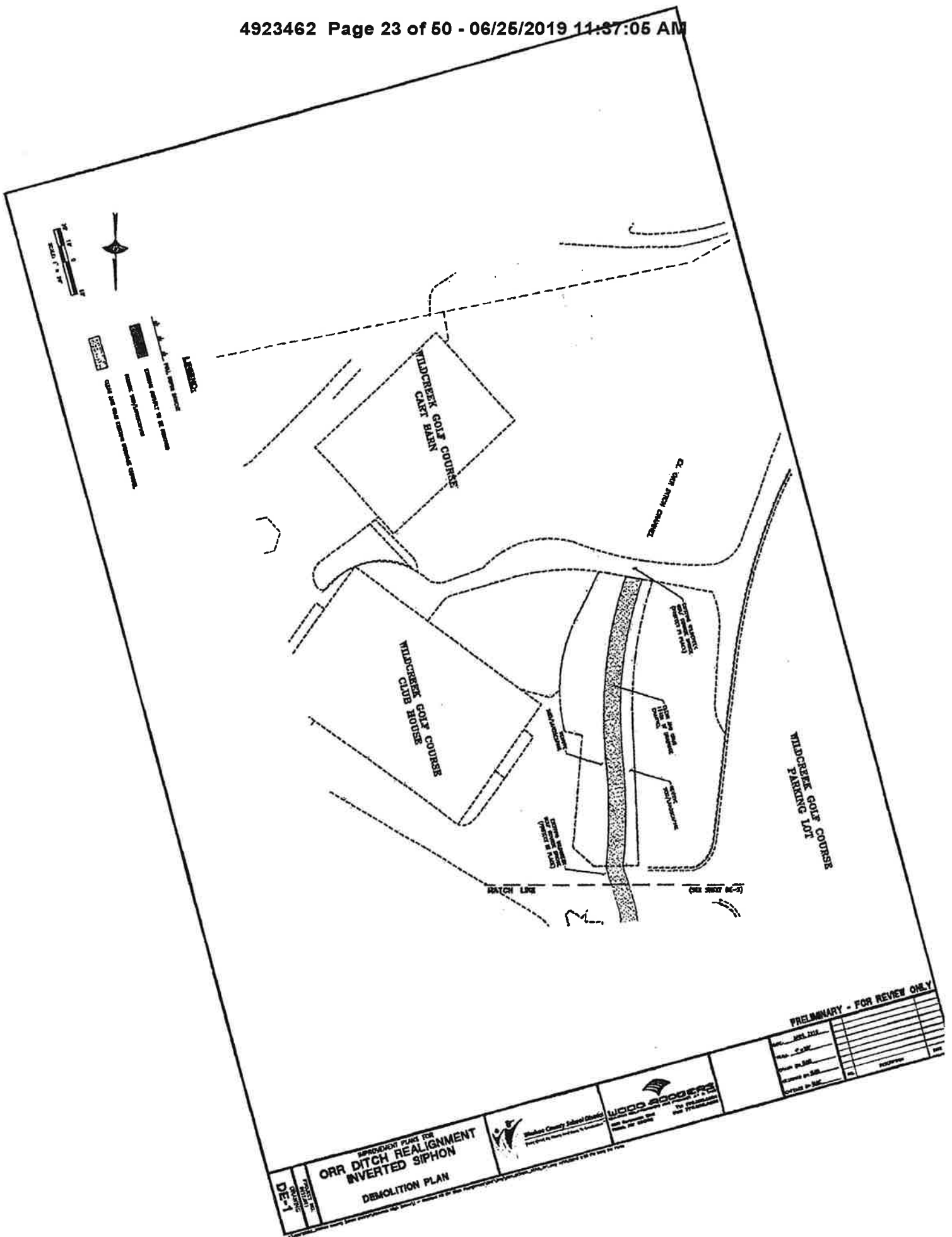
APR 2018			
NAME			
FROM			
TO			
DATE			

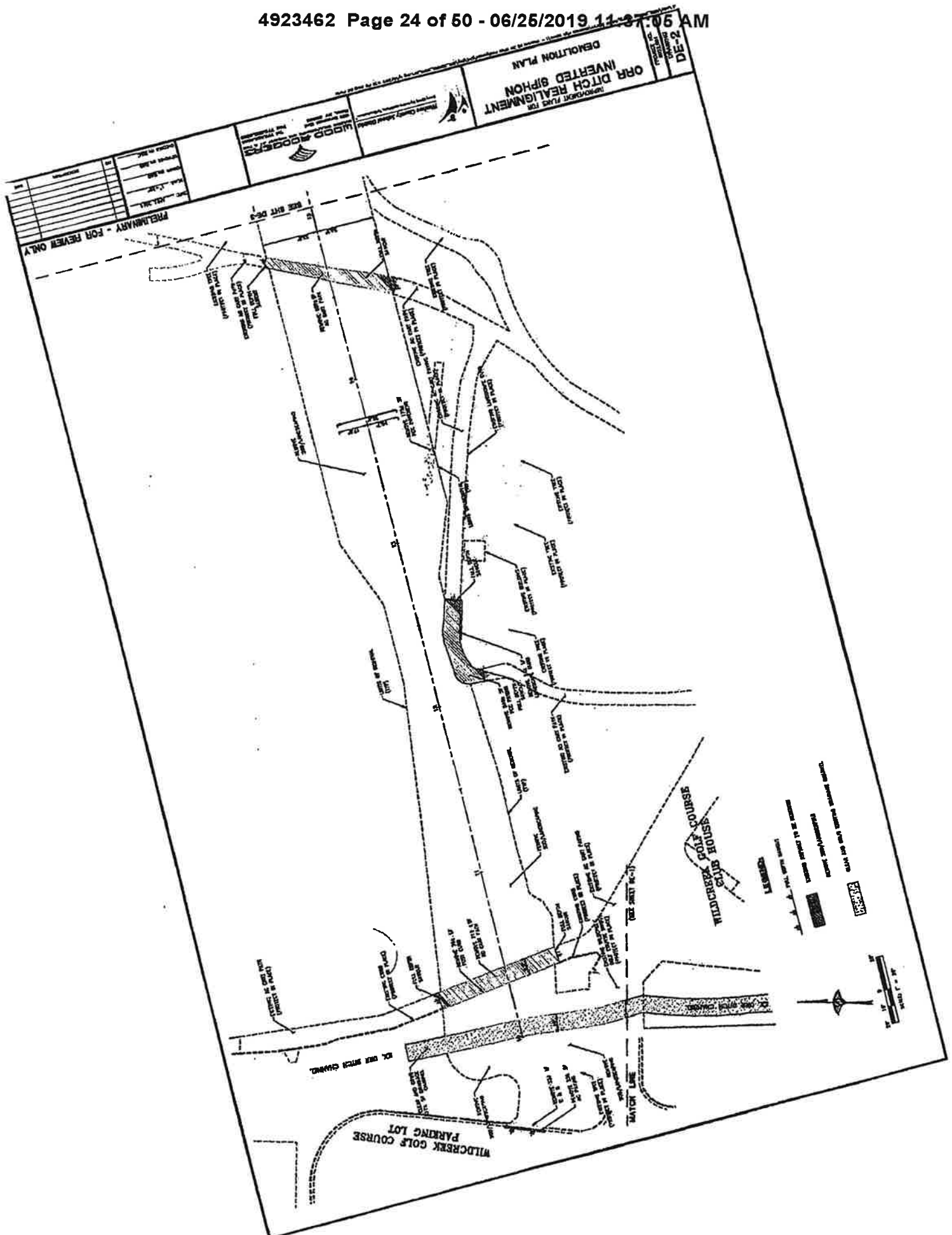
IMPROVEMENT PLANS FOR ORR DITCH REALIGNMENT INVERTED SIPHON

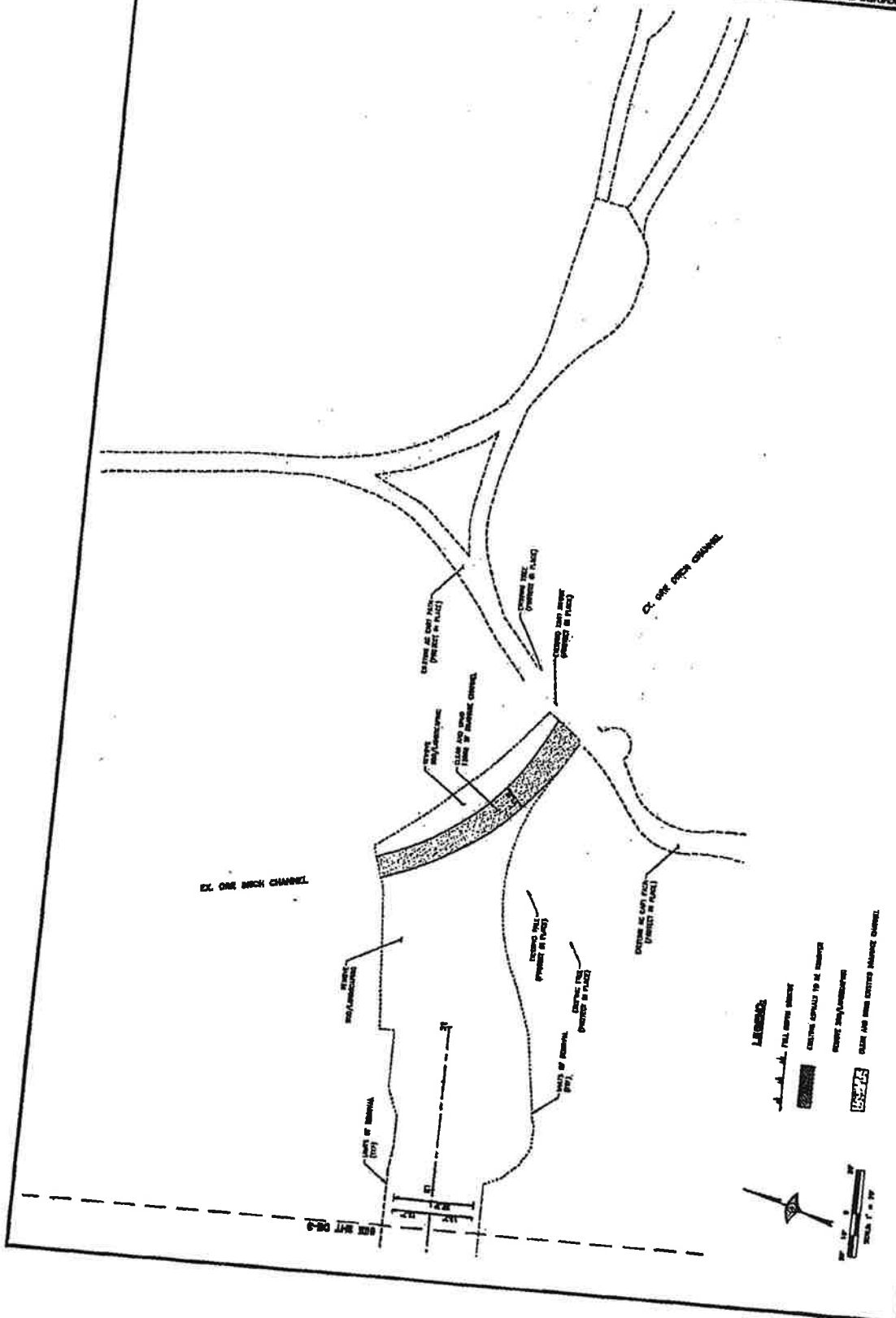
TITLE SHEET

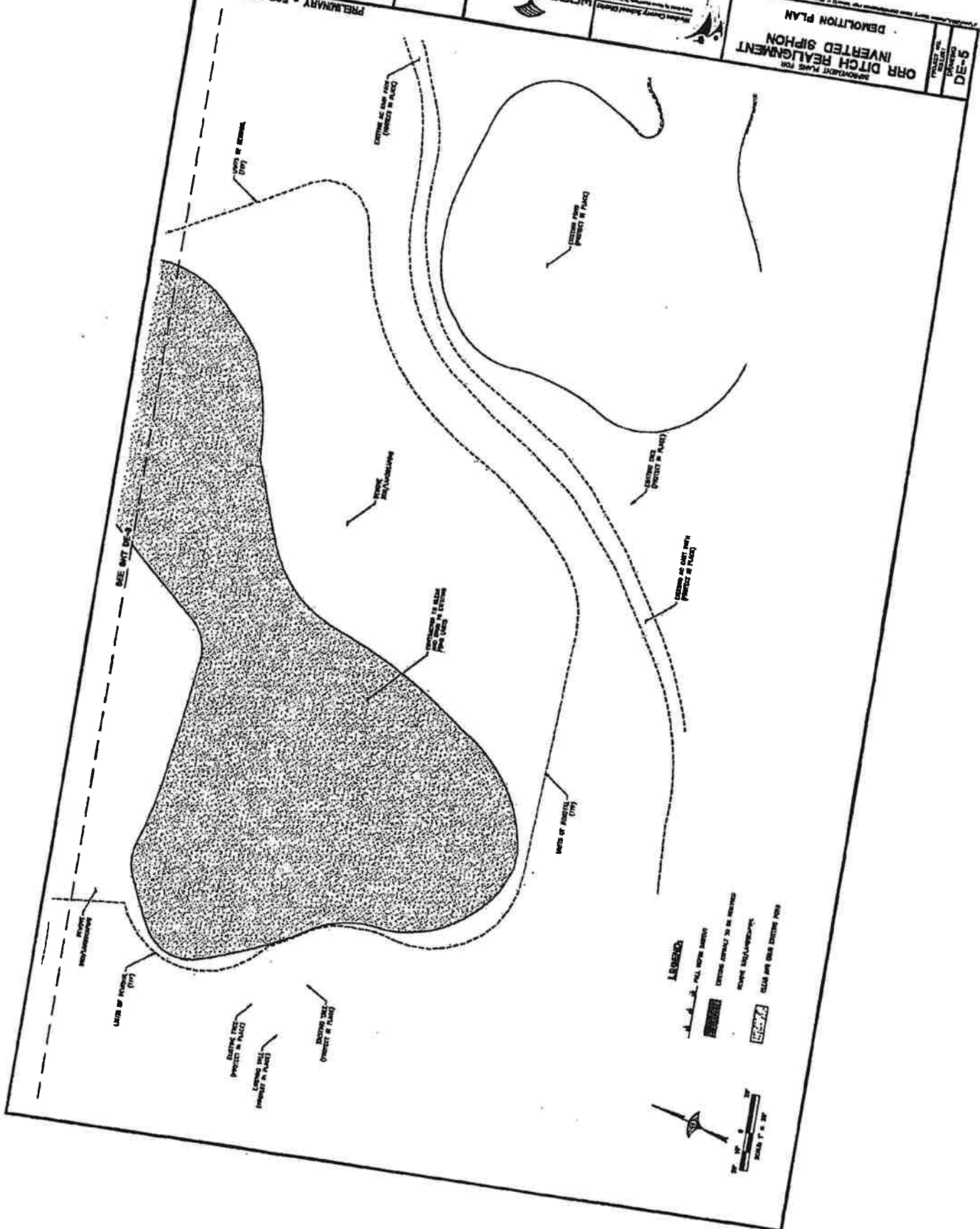


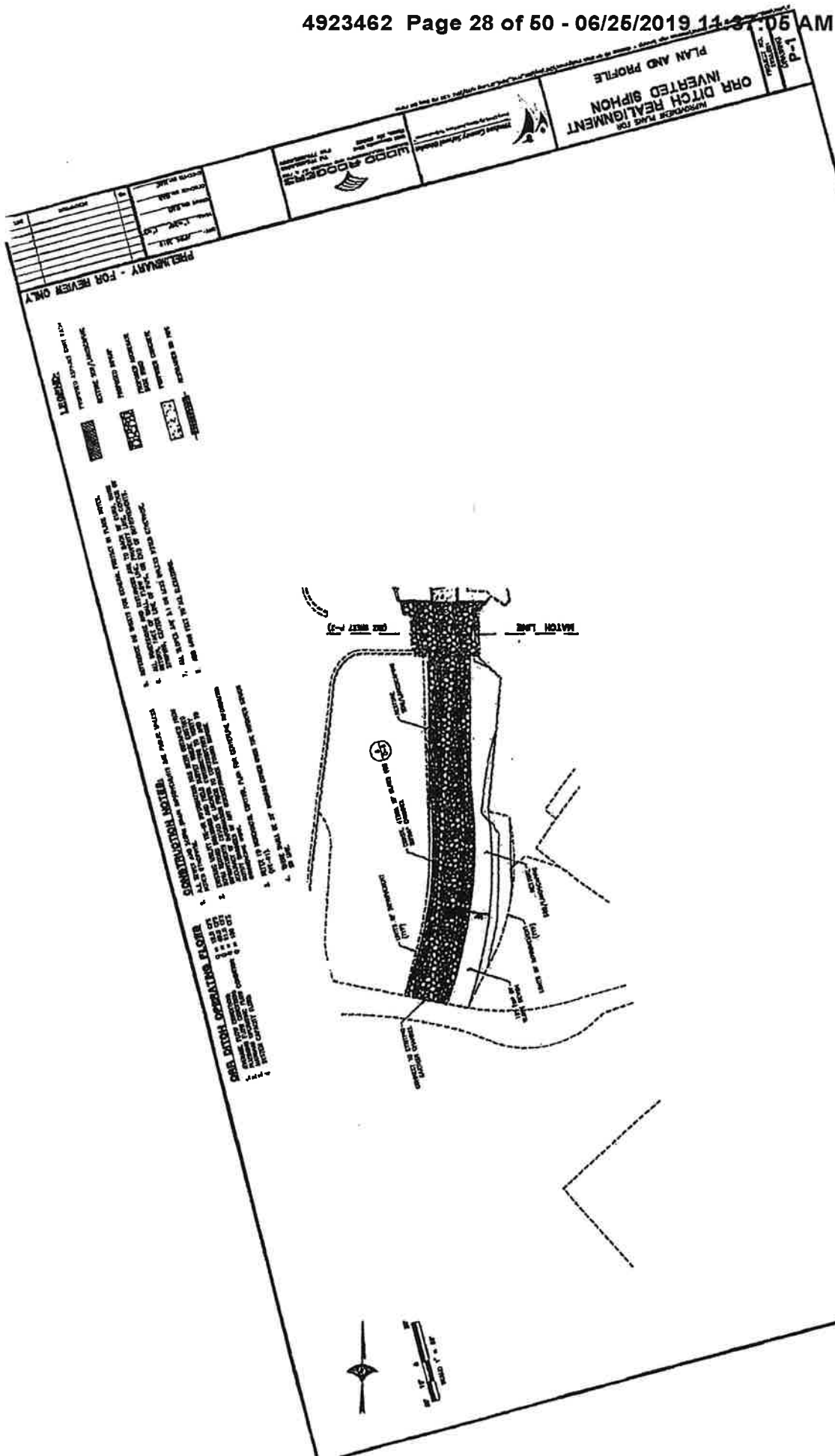
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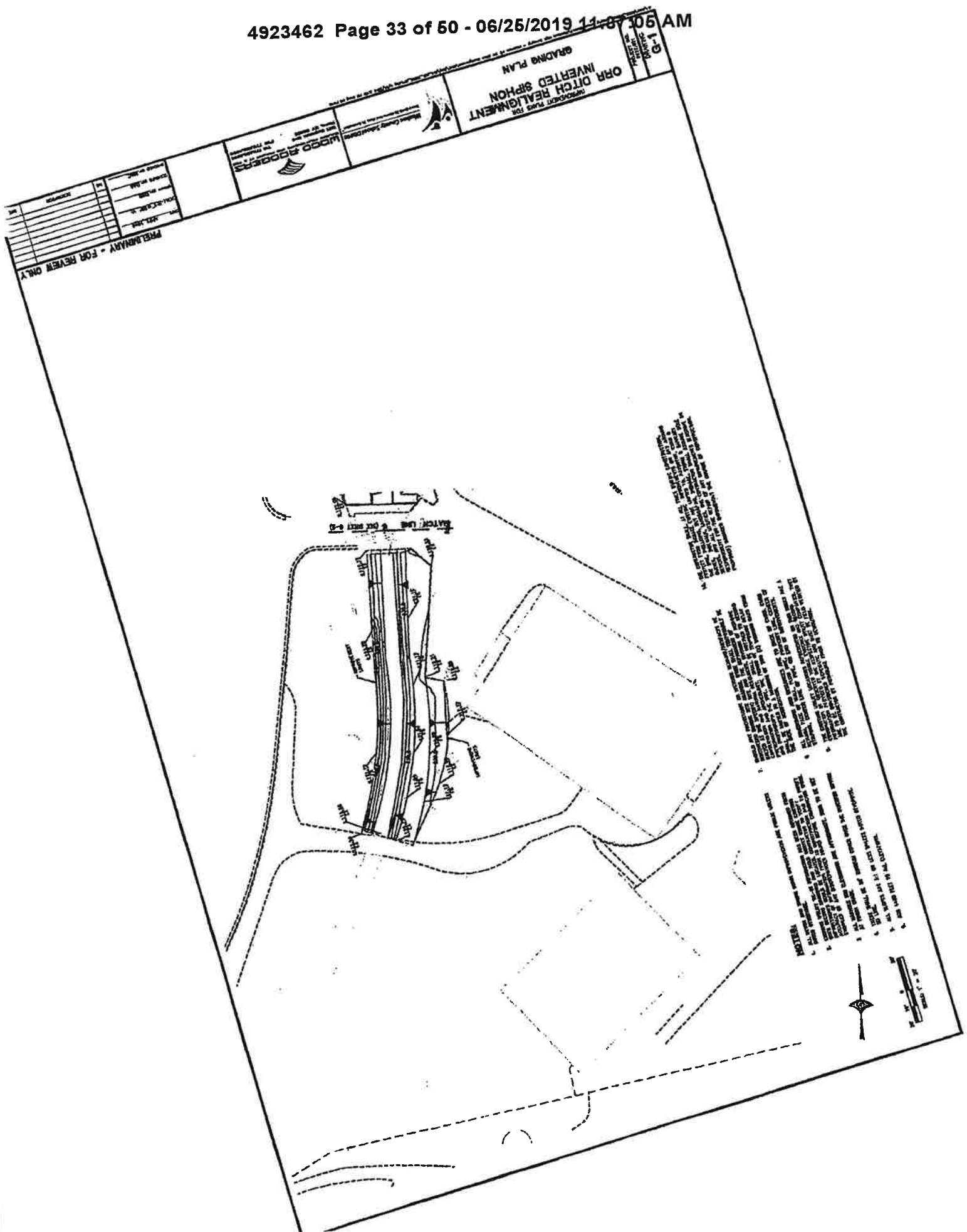












PRELIMINARY - FOR REVIEW ONLY

NO.	REVISION	DATE
1	ISSUED FOR REVIEW	06/25/2019



WOOD JOHNSON & ASSOCIATES, INC.
1000 WOOD JOHNSON DRIVE, SUITE 100
WOODBRIDGE, VA 22191
TEL: 703/595-1000
FAX: 703/595-1001
WWW.WJASOCIATES.COM

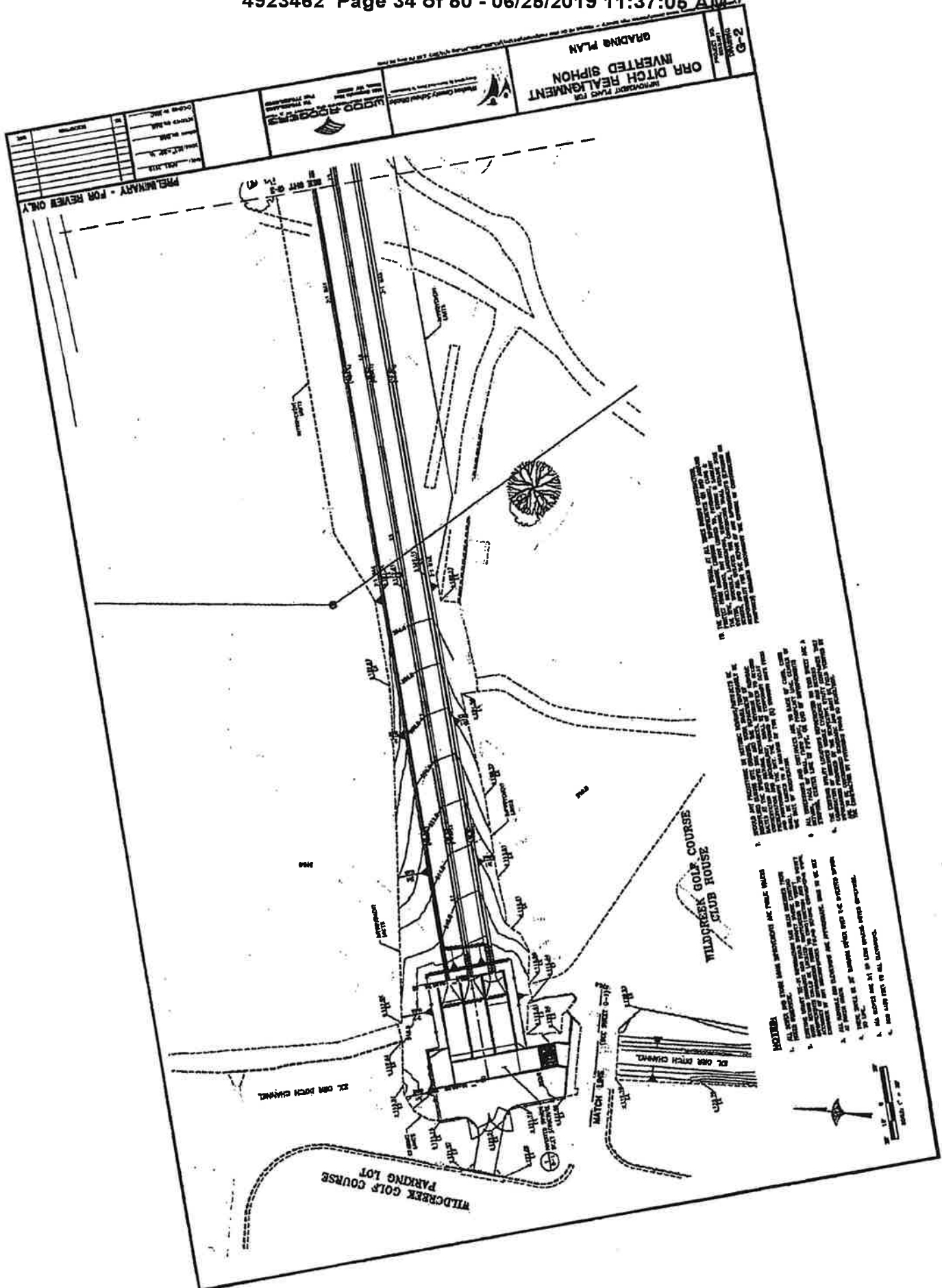
GRADING PLAN
DITCH REALIGNMENT
INVERTED SIPHON

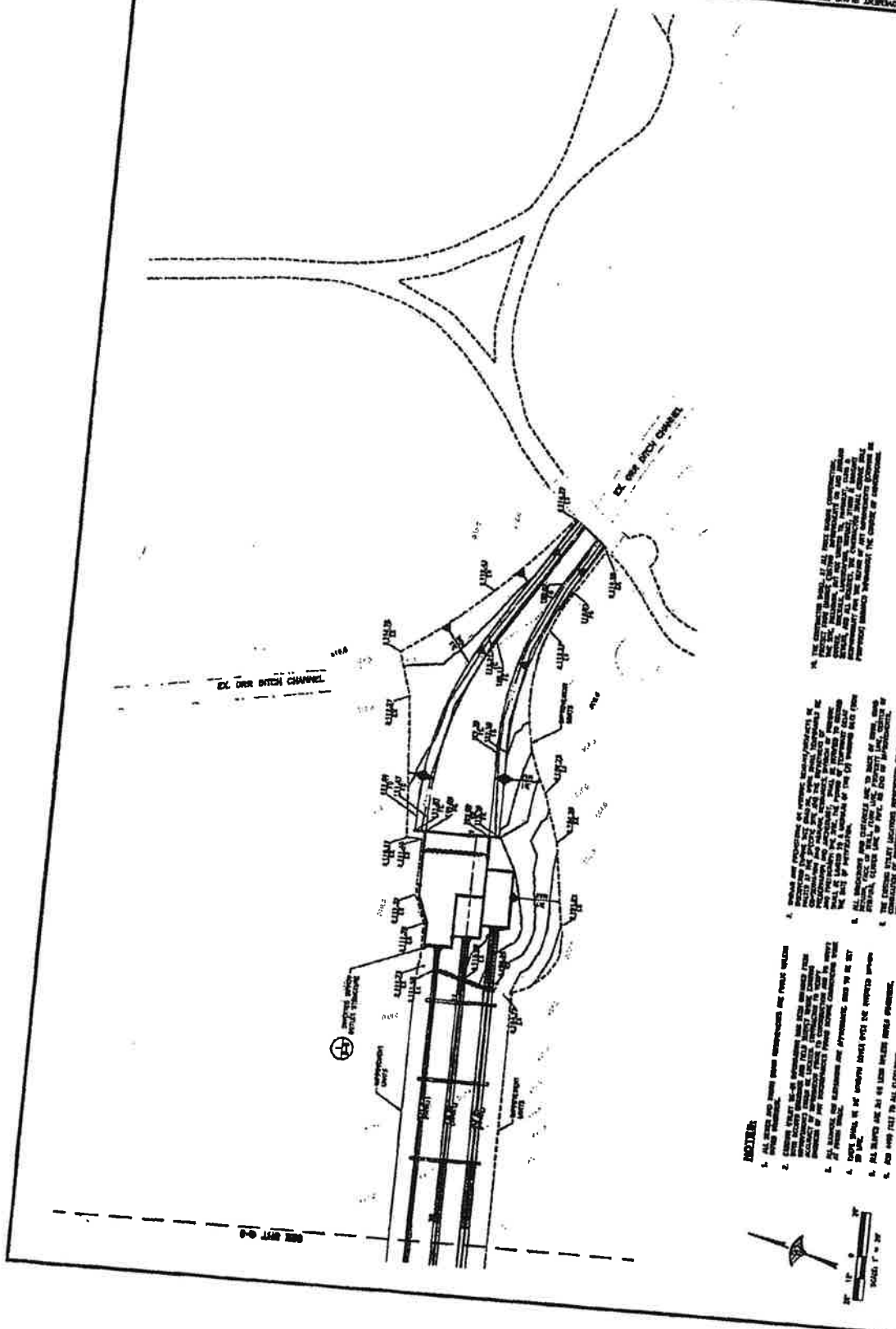
NOTES:
1. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED GRADE SHOWN ON THIS PLAN.
2. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED WIDTH SHOWN ON THIS PLAN.
3. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED SLOPE SHOWN ON THIS PLAN.
4. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED INVERT SHOWN ON THIS PLAN.

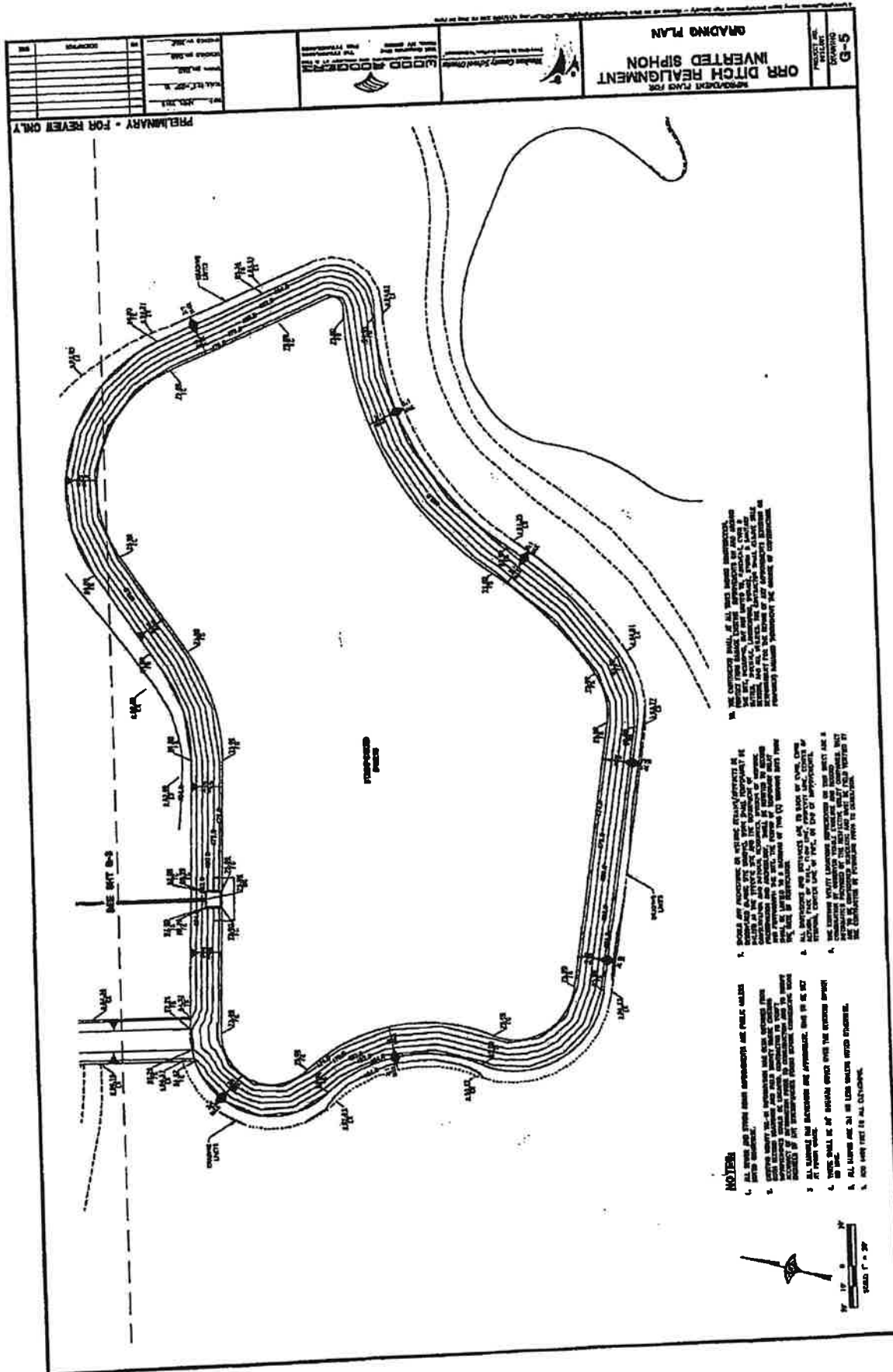
NOTES:
1. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED GRADE SHOWN ON THIS PLAN.
2. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED WIDTH SHOWN ON THIS PLAN.
3. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED SLOPE SHOWN ON THIS PLAN.
4. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED INVERT SHOWN ON THIS PLAN.

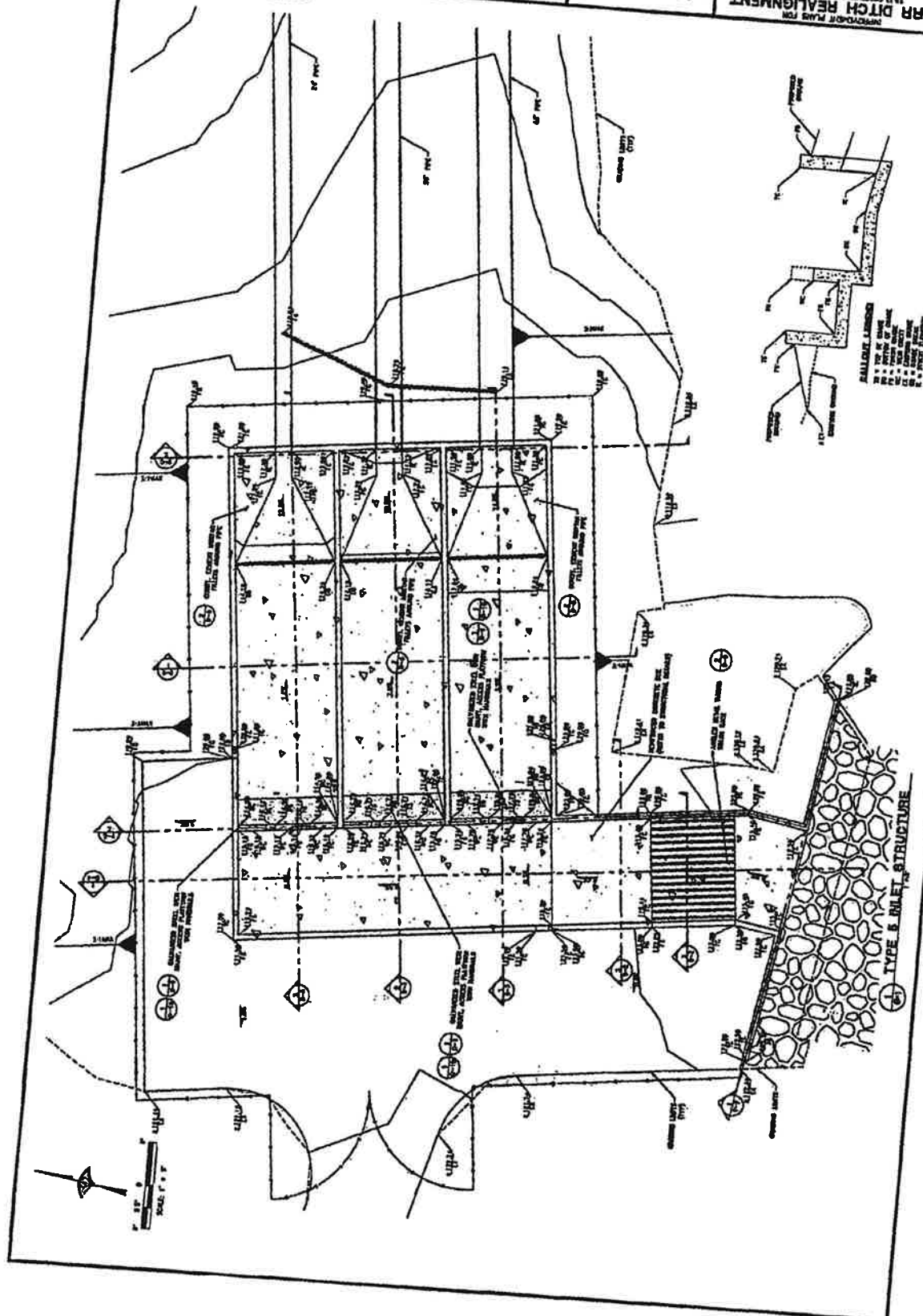
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2. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED WIDTH SHOWN ON THIS PLAN.
3. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED SLOPE SHOWN ON THIS PLAN.
4. THE DITCH REALIGNMENT SHALL BE CONSTRUCTED TO THE PROPOSED INVERT SHOWN ON THIS PLAN.



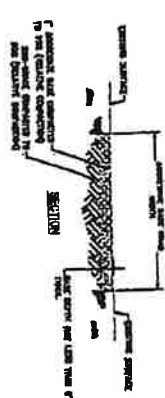








1. AGGREGATE BASE ROAD



1. EXISTING SURFACE
2. 12\"/>

2. EXISTING SURFACE ROAD AGGREGATE

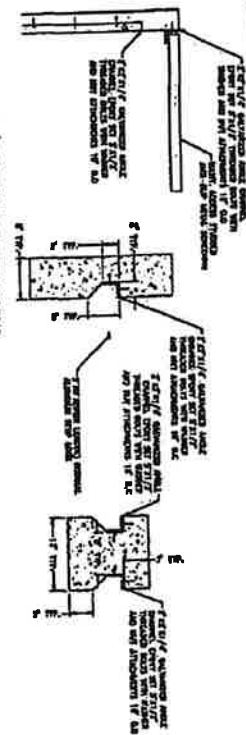


3. WEIR MAINT. AGGREGATE/STREET LOGS

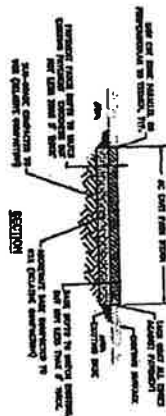
ALTERNATE STREET LOGS



METAL ROSS/STREET LOGS, HYDRAULIC DETAIL



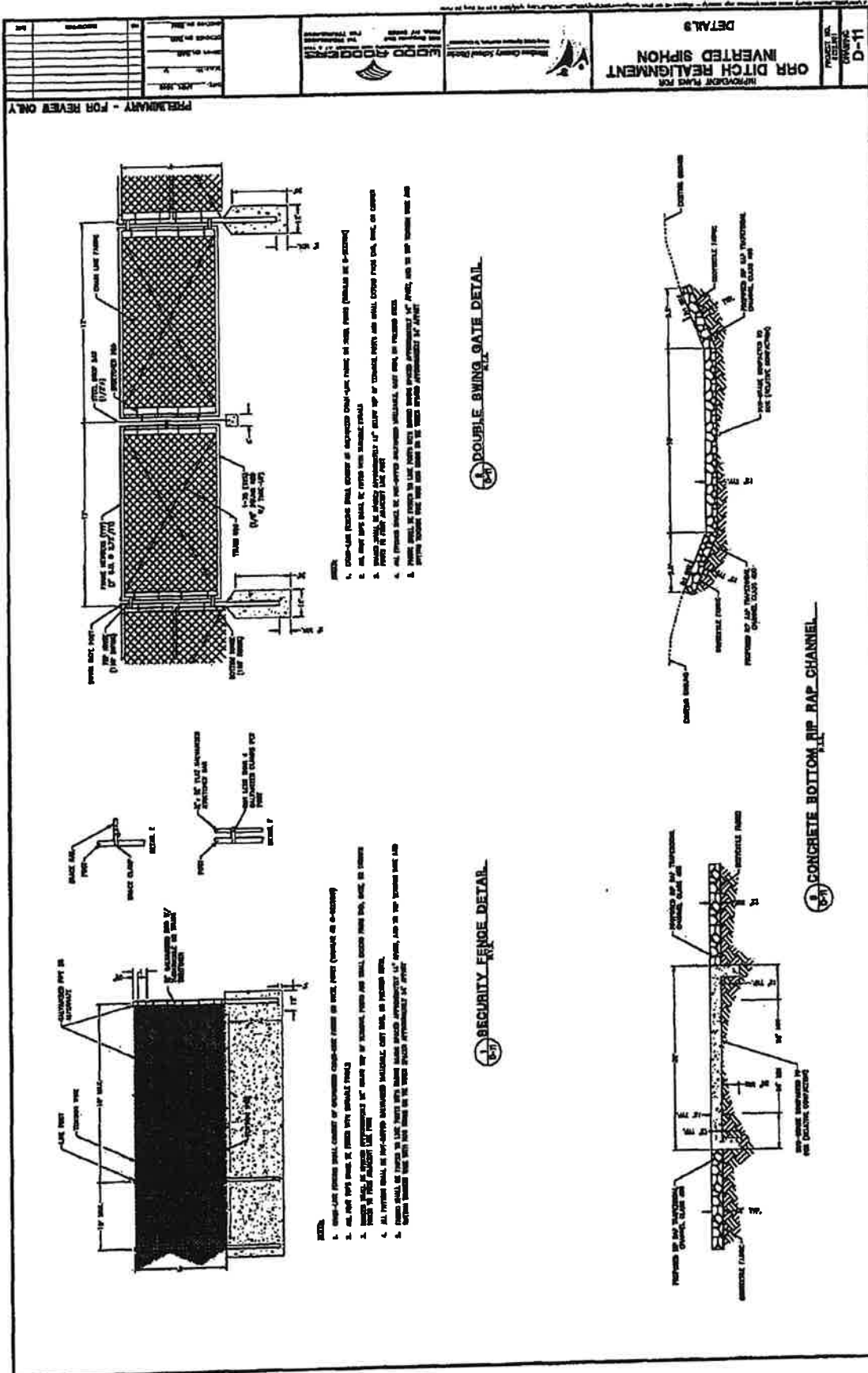
4. PERMANENT AG PAVEMENT PATCH



1. EXISTING SURFACE
2. 12\"/>

PRELIMINARY - FOR REVIEW ONLY

<p>PROJECT NO. D-10</p>	<p>APPROVED PLAN FOR ORR DITCH REALIGNMENT INVERTED SIPHON</p>	<p>Woodbury County School District</p>	<p>WOOD ROGERS</p>	<p>DATE: 06/25/2019 SCALE: 1\"/> </p>
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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 (1) that a suitable copy will be submitted at a later date (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 microfilmed it may not reproduce a legible copy.


Signature


Date

Shelly Saltz
Printed Name



WASHOE COUNTY RECORDER

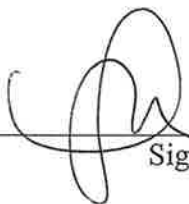
OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

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

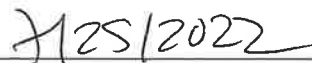
LEGIBILITY NOTICE

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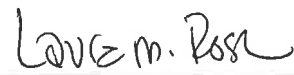
By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.



Signature



Date



Printed Name