

APN: 124-032-36

Recording Requested By, and After Recordation Return To:

Incline Village Crystal Bay Community & Business Association
885 Tahoe Blvd
Incline Village, NV 89451

GRANT OF ACCESS AND UTILITY EASEMENT

THIS GRANT OF ACCESS AND UTILITY EASEMENT (“Easement”) is entered into this _____ day of _____, 2026, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“Grantor”), and INCLINE VILLAGE CRYSTAL BAY ASSOCIATION, a Domestic Nonprofit Corporation ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situated in the County of Washoe, State of Nevada, Assessor's Parcel Number 124-032-36 (“County Property”), which is legally described in Exhibit A (“Easement Area”) attached hereto and made a part hereof; and

WHEREAS, Grantee desires from Grantor a permanent and non-exclusive easement over a portion of the County Property (“Easement Area”) for access and underground utility connections in support of Grantee’s gateway roundabout improvements in SR431 and SR28 right-of-way. Scope of work on county property include 1) installation of 2 inch irrigation water line to connect near existing truck fill station 2) installation of 100 amp electrical service to connect at existing pole near sheriff’s substation 3) associated trenching to serve the roundabout within NDOT right-of-way, (Permit Record # WBLD26-100169); and

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

NOW THEREFORE, 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 for Access 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 Utility Facilities. The permanent easement hereby granted is situate in the County of Washoe, State of Nevada, more particularly described and depicted in Exhibit “A” 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 a non-exclusive Grant of Access and Utility Easement 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 insure 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.

Indemnification: Grantee agrees to defend and indemnify Grantors, 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.

Hold Harmless: 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 easements granted herein.

Maintenance: Grantee agrees to maintain the utility facilities in good order and repair, and consistent with Grantor 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 Access and Utility Easement Area within 30 days of notification from Grantor.

County's Reservation of Rights: Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the Access, Utility and Easement Area and (ii) the right to use the County Property for purposes and uses by Washoe County that will not infringe on Grantee's rights hereunder or create dangerous situations. Grantor reserves the right to make reasonable improvements to the County Property.

[SIGNATURES ON FOLLOWING PAGE]

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

**WASHOE COUNTY
(Grantor)**

By: _____
Signature

Clara Andriola, Chair
(Name & Title)

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared, _____, proved to me to be the person described herein and who executed the foregoing instrument for the uses and purposes therein mentioned.

Notary Public

**INCLINE VILLAGE CRYSTAL BAY ASSOCIATION
(Grantee)**

By: _____
Signature

(Name & Title)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared, _____, proved to me to be the person described herein and who executed the foregoing instrument for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF UTILITY EASEMENT

A portion of the Parcel described in Grant Deed recorded September 11, 1962 in Document No. 367903, Official Records of Washoe County, State of Nevada, situate in Section 16, Township 16 North, Range 18 East, M.D.B.&M., in the County of Washoe, State of Nevada, more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel, being a point on the southeasterly right of way line of State Highway Route No. 431 (formally State Route No. 27), at a point 100 feet right of Highway Engineer's Station "L" 31+80.00 P.O.S.T., thence along the northwesterly line of said Parcel, South 37°36'00" West 187.80 feet; thence along a curve to the right, having a radius of 1566.80 feet, a central angle of 3°11'56", through an arc length of 87.48 feet; thence along a compound curve to the left, having a radius of 125.00 feet, a central angle of 60°37'29", through an arc length of 132.26 feet to the POINT OF BEGINNING of this description; thence leaving the southwesterly line of said Parcel, along the following seventeen (17) courses and distances:

1. North 55°02'59" East 56.57 feet;
2. South 82°46'38" East 72.93 feet;
3. South 79°49'01" East 149.74 feet;
4. North 41°05'33" East 42.28 feet;
5. North 49°12'21" West 83.09 feet;
6. North 10°29'20" East 36.33 feet;
7. South 79°30'40" East 15.00 feet;
8. South 10°29'20" West 27.72 feet;
9. South 49°12'21" East 74.56 feet;
10. North 41°05'33" East 38.95 feet;
11. South 53°26'41" East 69.90 feet;
12. South 36°33'19" West 15.00 feet;
13. North 53°26'41" West 56.05 feet;
14. South 41°05'33" West 90.88 feet;
15. North 79°49'01" West 157.85 feet;
16. North 82°46'38" West 66.76 feet;
17. South 55°02'59" West 53.87 feet to the southwesterly line of said Parcel;

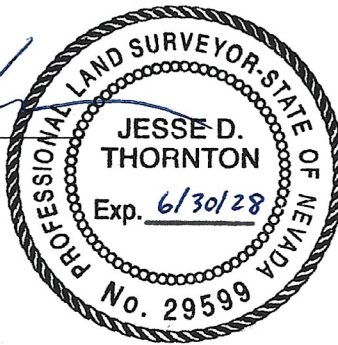
thence along said southwesterly line, along a non-tangent curve to the right from which a radial line bears North 63°09'02" East, having a radius of 125.00 feet, a central angle of 7°01'25", through an arc length of 15.32 feet to the Point of Beginning, containing 8,196 square feet, more or less.

End of Description

Prepared by:



Jesse D. Thornton, P.L.S 29599
License expires: 6/30/28
PO Box 4282
Incline Village, NV 89450



DATE: 4/2/26
SHEET: 1 OF 1

NORTH
SCALE 1" = 100'

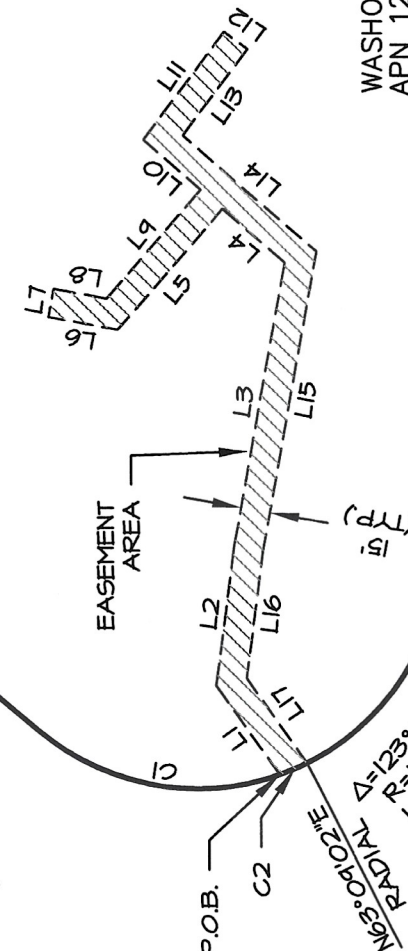
P.O.C.
100' RT. STA "L" 31+80.00 P.O.S.T.

MOUNT ROSE HIGHWAY
(STATE ROUTE NO. 431)
537°36'00"W 187.80'
551°54'15"E 168.80'
N66°34'30"E 97.37'
N75°23'54"E 44.55'
P.O.B.
N63°04'02"E
L=311.56'
R=156.80'
L=87.48'
L=156.80'
L=87.48'

Δ=74°33'25"
R=228.00'
L=296.69'

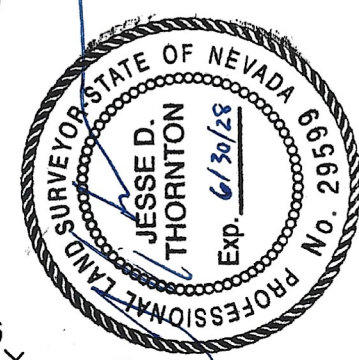
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	60°37'29"	125.00'	132.26'
C2	7°01'25"	125.00'	15.32'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°02'59"E	56.57'
L2	S82°46'38"E	72.93'
L3	S79°49'01"E	149.74'
L4	N41°05'33"E	42.28'
L5	N49°12'21"W	83.09'
L6	N10°29'20"E	36.33'
L7	S79°30'40"E	15.00'
L8	S10°29'20"W	27.72'
L9	S49°12'21"E	74.56'
L10	N41°05'33"E	38.95'
L11	S53°26'14"E	69.90'
L12	S36°33'19"W	15.00'
L13	N53°26'14"W	56.05'
L14	S41°05'33"W	90.88'
L15	N79°49'01"W	157.85'
L16	N82°46'38"W	66.76'
L17	S55°02'59"W	53.87'



505°22'32"E 477.57'

Δ=0°47'48"
R=19930.00'
L=277.12'



TAHOE BOULEVARD
(STATE ROUTE NO. 28)

EXHIBIT "B"
UTILITY EASEMENT

