

A.P.N: 038-182-09

Recording Requested By &

When Recorded Mail To:

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

GRANT OF TRAIL EASEMENT

THIS INDENTURE, made and entered effective this _____ day of _____, 2025, by and between **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 (hereinafter referred to as "Grantor"), and **WASHOE COUNTY**, a political subdivision of the State of Nevada (hereinafter referred to as "Grantee") (collectively, the "Parties").

RECITALS:

WHEREAS, Grantor is owner of that certain real property located in Nevada, known as Assessor's Parcel Number: 038-182-09 (the "Property");

WHEREAS, Grantee wishes to preserve a non-motorized recreational use trail for use by Grantee and the public, upon, over, through and across the Property and Grantor wishes to grant an easement, as described herein, to Grantee for said purpose ("Easement");

NOW THEREFORE, for 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 a non-exclusive permissive easement upon, over, through and across a portion of the Property, as more particularly described and shown in Exhibit "A" and shown on Exhibit A-1, attached hereto and fully incorporated herein ("Easement Area") to operate a non-motorized recreational use trail for walking, jogging, running, hiking, bicycling and similar Permitted Activities (as defined below) by Grantee and the public that do not adversely impact the natural resources on the Property, but specifically excluding all motorized vehicles except as authorized by Grantor or in Section 3 below. The Easement Area is currently comprised of a shared dirt trail for use by the public to access Grantee lands. The Easement Area is a critical access road to Grantor's Washoe Hydroelectric Station and NV Energy's Washoe Substation.

2. Trail Facilities. The Easement Area shall be as set forth and described on the attached Exhibits (the “Trail Facilities”). Grantee may erect within the Easement Area minimally intrusive signs and symbols to mark the Trail, to provide directional information related to the Trail, and for interpretive purposes. Grantee shall be solely responsible for the operation and maintenance of the Easement Area and Trail Facilities. For the purposes of this agreement, trail maintenance shall be limited to trash removal, graffiti removal, and posting of the appropriate signage. Grantor may install security fencing it determines, after consultation with Grantee, to be necessary to protect equipment and the public. Grantor has no obligation to maintain any portion of the Trail and Grantee accepts the condition of the Easement Area in an as-is, where-is condition with all faults. Grantee shall provide Grantor the trailhead parking construction plans showing the design and details of the three (3) points of entry connecting to the Easement Area for review and approval prior to the start of construction. Grantee will coordinate and obtain approval from Grantor for any vegetation removal, drainage modifications and design of the three points of entry shown on Exhibit “B”.

3. Permitted Activities. Activities permitted hereunder (“Permitted Activities”) within the Easement Area shall, at all times, be limited to non-motorized passive low intensity outdoor recreation and designated for foot and bicycle use only. Use of any motorized vehicle or similar mechanical means of locomotion, including automobiles, motorcycles, or other all-terrain vehicles shall be prohibited, except that the Grantee may utilize or permit reasonable motorized vehicle and equipment in the Easement Area for emergencies, police and for construction or maintenance purposes as appropriate. Grantee may permit motor-driven wheelchairs or all-terrain vehicles for the use of handicapped persons within the Easement Area if consistent with the Purposes of this Easement. Grantor expressly reserves the right to remove or exclude from the Grantor’s Property any persons who are (i) in locations other than the Easement Area or (ii) not engaged in Permitted Activities. Overnight camping, fires, firearm use, hunting, and equestrian uses are expressly prohibited.

4. Grantor Disclaimers and Liability Limitations. Grantee covenants and agrees, for itself and its permitted invitees including the public, that Grantor owes no duty of care:

- i) to keep the Easement Area safe for entry or use by others for any recreational purpose(s) described under Section 3 above;
- ii) to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering the Easement Area;
- iii) for defects in the location, design, installation, maintenance or repair of the Trail Facilities;
- iv) for any unsafe conditions within the Easement Area or for failure to inspect for or warn against possibly unsafe conditions; and

v) to close the Trail Facilities when unsafe conditions may be present.

Grantor does not (a) extend any assurance that the Easement Area is safe for such purpose, or (b) constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed, or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except to the extent provided by applicable law.

Use of the Easement Area is at the risk of the user. Nothing in this Agreement limits, reduces or otherwise impairs the right and ability of Grantor to avail itself of the protections offered by any applicable law affording immunity or limited liability to Grantor. To the extent that Grantee uses volunteer assistance for the purpose of carrying out its maintenance responsibilities under this Grant of Trail Easement as described in Paragraph 2 above, it shall require such volunteers to sign a written liability waiver that completely absolves Grantor from any liability that might arise from such activities.

5. Protections of Recreational Use Statute. Grantor makes and Grantee accepts this Grant of Easement with the explicit intention, understanding and belief that the limitations on liability contained in the provisions of Nevada's Recreational Use Statute, NRS 41.510, and any other applicable laws limiting liability for recreational uses, shall at all times apply for the benefit of Grantor to the recreational activities within the Easement Area. The Parties covenant and agree that nothing herein is intended to be nor shall be construed to be a dedication or offer of dedication of land to public use, and that all rights granted herein and use of the Easement Area is expressly authorized by permission of Grantor.

6. Indemnification. Commencing on the earlier of: i) the date Grantee gains easement access to the Easement Area; and ii) the date Grantee affirmatively grants permission to the public to enter the Easement Area, and subject to the limitations set forth in NRS Chapter 41, Grantee shall indemnify and hold harmless Grantor from and against any loss, damage or injury suffered or sustained by Grantor, its successors, or assigns: i) for any damage or injury to any person to the extent caused by any act or omission of Grantee in connection with Grantee's use of the Easement Area; ii) for any damage to the personal property or improvements of Grantor located on the Easement Area to the extent directly caused by any act or omission of Grantee in connection with Grantee's use of the Easement Area; and iii) arising from or in connection with any default by Grantee under this Grant of Trail Easement. Grantee shall have no obligation to indemnify or hold Grantor harmless from or against any act or omission, gross negligence or intentional misconduct of Grantor or its managers, members, employees, agents or contractors.

7. No Interference. Grantee shall not plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the reasonable judgment of Grantor interferes with the Grantor's use of the Property.

8. Compliance with Laws. All work by or on behalf of Grantee within the Easement Area shall be conducted in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to all rules, regulations and procedures of the applicable utility and local government with jurisdiction over such work. Grantee shall obtain all permits and approvals required to perform the Public Improvements at Grantee's sole expense.

9. Closure for Construction and Maintenance Work; Relocation of Easement Area and/or Trail Facilities. The Parties acknowledge that temporary revocation or restriction of access under this Grant of Trail Easement may be necessary from time to time to protect public health and safety. Circumstances that may require such restriction or revocation of access rights include, but are not limited to, Grantor construction, repair, or maintenance activities in connection with the Property, persistent and uncorrected abuses by the public including acts of vandalism or trespass on the Property, hazardous or unsafe conditions that threaten public safety, or emergencies creating hazardous conditions such as landslides or floods. Grantor shall notify Grantee as soon as possible after becoming aware of the emergency.

10. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantee: Washoe County Parks and Open Space
Attn: Joanne Lowden, Natural Resources
Planning Coordinator
1001 E. Ninth Street
Reno, NV 89512

To Grantor: Truckee Meadows Water Authority
Attn: Heather Edmunson, Lands Administrator
P.O. Box 30013
Reno, NV 89520

or such other address specified in written notice to the other party. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which the notice is mailed.

11. Severability. If any term, provision, covenant, condition, or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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

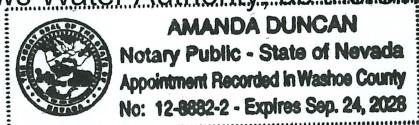
TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anyways appertaining thereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed this _____ day of _____, 2025.

“GRANTOR” TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Entity By: <u>Edmund Quagliari</u> Name: <u>Edmund Quagliari</u> Title: <u>Natural Resources Manager</u>	“GRANTEE” WASHOE COUNTY, A political subdivision of the State of Nevada By: _____ Name: _____ Title: _____
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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this 31st day of November,
2025, by Edmund Quagliari, as Natural Resources Manager of Truckee
Meadows Water Authority, as therein named.



Amanda Duncan
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this _____ day of _____,
2025, by _____, as _____ of Washoe County, as therein
named.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION FOR
A 15' WIDE TRAIL EASEMENT

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Fourteen (14), Township Nineteen (19) North, Range Eighteen (18) East, Mount Diablo Meridian, County of Washoe, State of Nevada, being a portion of Adjusted Parcel 2 as described within Deed Document No. 3344030, and further shown as Adjusted Parcel 2 on Record of Survey Map No. 4674, both documents recorded February 2, 2006, Official Records of Washoe County, Nevada, and being more particularly described as follows:

An easement being 15.00 feet in width, lying 7.50 feet each side of the herein described centerline.

COMMENCING at the northeast corner of aforesaid Adjusted Parcel 2, said property corner is further identified as lying South 49°53'07" West, 17,260.63 feet from Washoe County Survey Control Point "Northwest Reno" as shown on aforesaid Record of Survey Map;

THENCE southerly coincident with the easterly boundary of said Adjusted Parcel 2, South 13°33'41" West, 22.66 feet to the **POINT OF BEGINNING**;

THENCE northwesterly departing said easterly boundary, North 57°06'46" West, 7.50 feet;

THENCE South 32°51'51" West, 375.61 feet to the beginning of a curve to the right, concave northwesterly, and having a 160.00 foot radius;

THENCE 73.34 feet along the arc of said curve, through a central angle of 26°15'45";

THENCE South 59°07'36" West, 109.82 feet to the beginning of a non-tangent curve to the right, concave northwesterly, having a 300.00 foot radius from which a radial line bears North 27°34'44" West to the radius point;

THENCE 123.46 feet along the arc of said curve, through a central angle of 23°34'48";

THENCE South 86°00'04" West, 63.80 feet;

THENCE South 78°29'41" West, 23.83 feet;

THENCE South 11°30'19" East, 23.00 feet to a point coincident with the southerly boundary of aforesaid Adjusted Parcel 2 and the **POINT OF TERMINANCE** and end of this description.

NOTE: The sidelines of the hereinbefore described centerline are to be lengthened or shortened so as to intersect at all angle points, and the exterior boundary of aforesaid Adjusted Parcel 2.

Containing 11,994 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.

Prepared By:

JKAE Design

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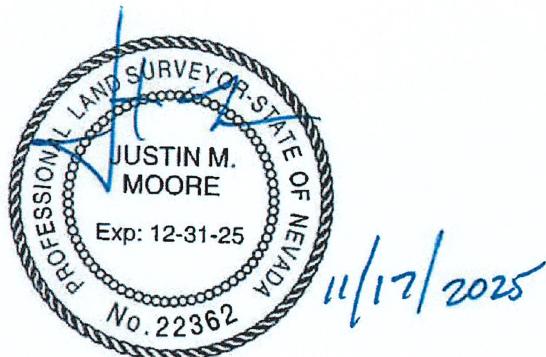


EXHIBIT A-1

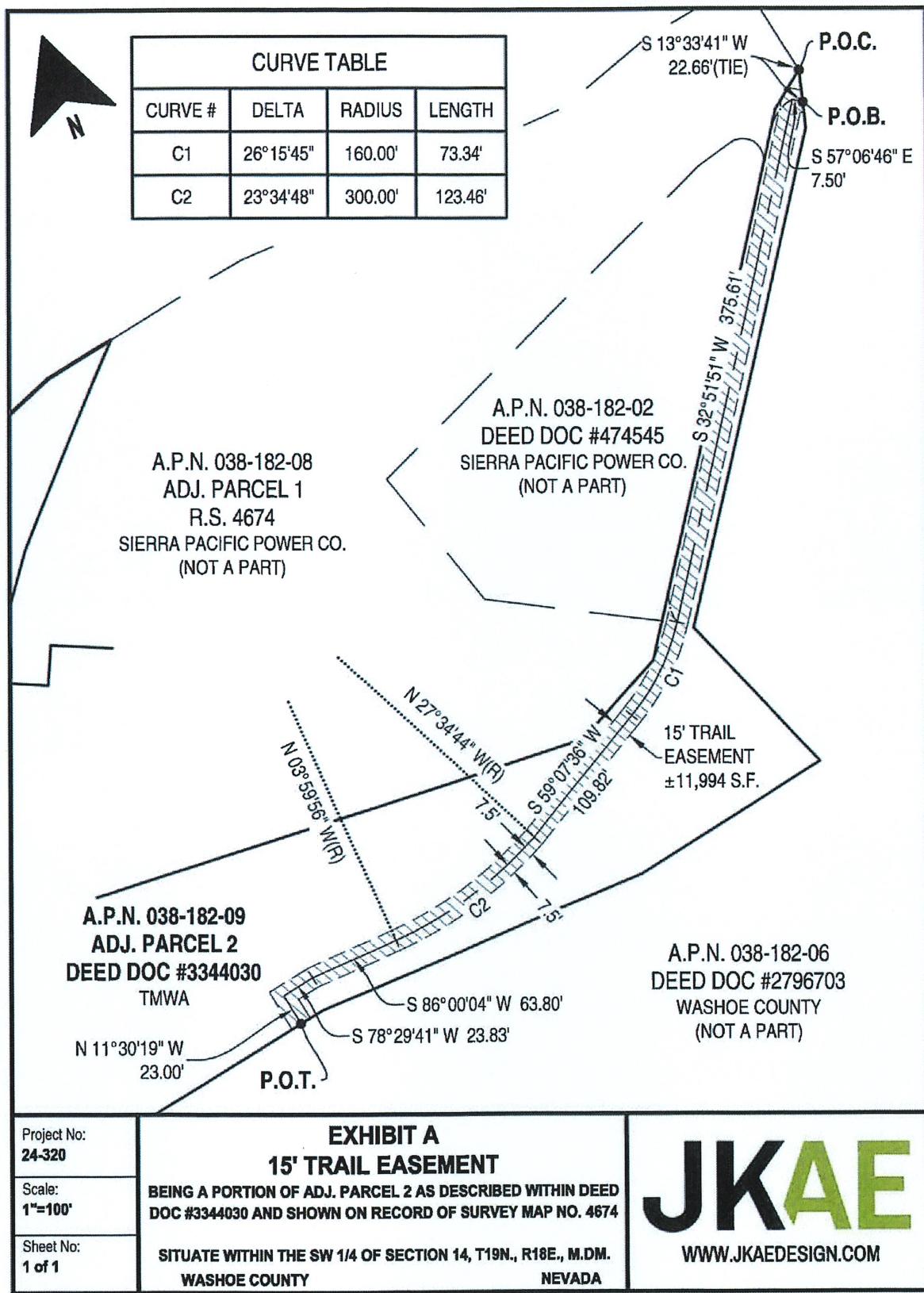


EXHIBIT B

