

APN: 140-211-10; 140-211-11
140-211-12; 140-21-13; 160-030-43

When recorded, mail to:

Grantee at:

Washoe County Community Services Department
1001 East Ninth Street
Reno, Nevada 89520

Notice: Per NRS 239B.030, this document does
not contain personal information as defined in NRS 603A.040

EASEMENT DEED

GRANT OF RECLAIM FACILITIES EASEMENT

This Grant Reclaim Facilities Easement ("Grant of Easement") is dated October __, 2025, and is between **DAMONTE RANCH COMMERCE CENTER, LLC**, a Nevada limited liability company ("Grantor"), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("Grantee").

RECITALS

WHEREAS, Grantor owns that certain real property located in the City of Reno, State of Nevada, described as Assessor's Parcel Numbers 140-211-10, 140-211-11, 140-211-12, 140-21-13 and 160-030-43 ("Grantor Property") across which it is anticipated a public reclaim main extension and private roadway may be constructed in the future.

WHEREAS, Grantee desires Grantor grant to Grantee an easement for reclaim facilities across a portion of the Grantor Property for the benefit of Grantee.

NOW THEREFORE, for good and valuable consideration receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors and assigns a permanent, non-exclusive easement and right of way over, across, upon, under and through that portion of the Grantor Property more fully described in Exhibit A and shown in Exhibit A-1 attached hereto and made a part hereof (the "Easement Property") to construct, alter, maintain, inspect, repair, reconstruct, and operate reclaimed water facilities, including appropriate mains, manholes, markers, conduits, pipes, fixtures, and any other facilities, improvements, or appurtenances Grantee deems necessary or convenient to provide public reclaimed service ("Reclaim Facilities"). Grantee shall have at all times reasonable ingress and egress to the Easement Property, including over the Grantor's Property to the extent necessary, for the purposes set forth above. This Grant of Easement is an easement in gross and shall burden and run with the land described on Exhibit A and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to the terms and conditions hereof

2. **Warranties, reservations and obligations of Grantor.** Grantor states the following:

a. **Title to Grantor's Property.** Grantor holds title to Grantor's property and the Easement Property by grant, bargain, and sale deed. To the best of Grantor's knowledge there are no prior encumbrances, liens, restrictions, covenants, or conditions applicable to the Easement Property that will frustrate or make impossible the purposes of the Grant of Easement. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant to the Grant of Easement.

b. **Authority.** The person(s) signing this Grant of Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor.

c. **Defects.** Grantor has no knowledge of any defects or conditions of the Easement Property or Grantor's property that would impair Grantee's ability to enjoy the use of the Easement Property as provided herein.

d. **Further Encumbrances.** Grantor will not grant any deeds of trust, liens, easements, licenses, or other encumbrances on the Easement Property that would impair Grantee's ability to enjoy the use of the Easement Property as provided herein.

e. **Legal Access.** Legal and sufficient access to the Easement Property exists through either the access easement granted hereunder, another easement transferred to Grantee, or from a public road.

f. **Prescriptive Easement.** Grantor is not aware of any conditions or circumstances that could give rise to a right of prescriptive easement or use on the Easement Property which would impair Grantee's ability to enjoy the use of the Easement Property as provided herein.

g. **Contracts or Leases.** There are no leases, rental contracts, billboard contracts, employment contracts, management, maintenance, services, or supplies that affect any portion of the Easement Property.

h. **Pending Litigation.** Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Property and the Easement Property is not subject to any foreclosure or deed in lieu of foreclosure.

3. **Indemnification.** Subject to the limitations in NRS Chapter 41, Grantee shall indemnify and hold harmless Grantor from and against all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) arising from or related to Grantee's, or its employees, agents, or contractors' negligent construction, reconstruction, operation, maintenance, alteration, or repair of the reclaimed facilities located on and within the Easement Property or Grantor's Property. The foregoing indemnity shall apply to the release of Hazardous Materials brought onto the site by Grantee, its employees, contractors, or invitees and the negligent disturbance of Hazardous Materials by Grantee, its employees, contractors, or invitees. The term "Hazardous Materials" means any substance or material that has been, or is determined by any current or proposed federal, state, or local statute, law, enactment, ordinance, regulation, order, rule, or judicial decision, to constitute a hazardous or toxic waste, substance, or material, including petroleum products or asbestos.

4. **Compliance with Applicable Laws.** Grantee will conduct all activities on Grantor's Property and within the Easement Property in full and complete compliance with all local, state, and federal laws, statutes, rules, and regulations. Without limiting the generality of the foregoing, Grantee shall be solely responsible for obtaining, at its sole cost and expense, all permits, consents, and authorizations from any governmental agency having oversight authority over Grantee's activities hereunder.

5. **No Unreasonable Interference.** Grantor, its successors, or assigns, shall be permitted to use the Easement Property for any purpose they want, so long as they do not interfere with Grantee's permitted use of the Easement Property and no buildings or structures are erected on the Easement Property. Grantee shall not be responsible for damage to, or replacement of, any improvements, fixtures, trees, bushes, or any other obstructions installed, constructed, or placed within, under, or upon the Easement Property by Grantor after installation and construction of the reclaimed facilities. Notwithstanding the foregoing, Grantor or its successors may install or construct asphalt paving or standard concrete for purposes of providing a street or roadway within the Easement Property and such shall not be deemed to interfere with or endanger Grantee's access to or use of the Easement Property or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Reclaim Facilities.

6. **Reimbursement for Breach.** Each party shall reimburse the other party for all reasonable expenses, damages, and costs incurred by the injured party as a result of either party's breach of any covenant set forth in this Grant of Easement.

This Grant of Easement is an easement in gross and shall burden and run with the land described on Exhibit A and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to the terms and conditions hereof.

To have and to hold all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

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

GRANTOR: DAMONTE RANCH COMMERCE CENTER, LLC By: Di Loreto Commerce Center Management, LLC Its: Manager By: _____ Perry Di Loreto, Manager	GRANTEE: WASHOE COUNTY By: _____ Dwayne Smith Director Engineering and Capital Projects Community Services Department
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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

 This Agreement was acknowledged before me on this _____ day of _____,
2025, by Dwayne Smith of Community Services Department on behalf of said entity, as therein
named.

NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

 This Agreement was acknowledged before me on this _____ day of _____,
2025, by Perry Di Loreto as Manager of Di Loreto Commerce Center Management, LLC, as
Manager of Damonte Ranch Commerce Center LLC, on behalf of said entity, as therein named.

NOTARY PUBLIC

EXHIBIT "A"

All that certain real property situate within a portion of Section 16, Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being portions of Parcels R-1, R-2, R-3 and Parcel R-4 of that certain Record of Survey No. 6553, recorded June 5, 2024 as file No. 5460204, a portion of Parcel 017.144 XS1 described that Quit Claim recorded August 16, 2022 as Document No. 5325580 and a portion of that parcel described in that Grant, Bargain and Sale Deed recorded July 8, 2019 as Document No. 4927264 in the Official Records of Washoe County, Nevada, and more particularly described as follows:

COMMENCING at the northwest corner of Parcel R-1, also being the southerly right-of-way line of Damonte Ranch Parkway, 68.66 feet along the arc of a non-tangent curve to the right, having a radius of 1133.00 feet, central angle of 03°28'20" and a chord that bears North 69°16'14" East, 68.65 feet to the **POINT OF BEGINNING**;

THENCE continuing along said southerly right-of-way line of Damonte Ranch Parkway, 28.39 feet along the arc of a curve to the right, having a radius of 1133.00 feet, and central angle of 01°26'08";

THENCE departing said southerly right-of-way line of Damonte Ranch Parkway, South 60°23'49" East, 10.96 feet;

THENCE South 29°36'11" West, 50.12 feet;

THENCE South 51°20'48" West, 9.28 feet;

THENCE South 62°00'43" West, 129.30 feet;

THENCE South 17°00'43" West, 23.65 feet;

THENCE South 62°00'43" West, 39.67 feet;

THENCE South 27°59'55" East, 181.73 feet;

THENCE 38.87 feet along the arc of a curve to the right, having a radius of 468.00 feet, and central angle of 04°45'33";

THENCE 28.34 feet along the arc of a curve to the right, having a radius of 107.00 feet, and central angle of 15°10'25";

THENCE South 07°53'24" East, 73.44 feet;

THENCE 90.07 feet along the arc of a curve to the right, having a radius of 456.00 feet, and central angle of 11°19'00";

THENCE South 00°51'29" West, 247.26 feet;

THENCE South 00°51'29" West, 39.73 feet;

THENCE 57.33 feet along the arc of a curve to the left, having a radius of 249.50 feet, and central angle of 13°09'57";

THENCE South 12°18'28" East, 16.06 feet;
THENCE North 77°41'32" East, 26.00 feet;
THENCE South 12°18'28" East, 30.00 feet;
THENCE South 77°41'32" West, 25.99 feet;
THENCE South 14°09'54" East, 91.30 feet;
THENCE South 14°59'08" East, 312.75 feet;
THENCE 30.43 feet along the arc of a curve to the left, having a radius of 24.50 feet, and central angle of 71°09'20";
THENCE South 86°08'28" East, 820.78 feet;
THENCE North 03°51'32" East, 24.00 feet;
THENCE South 86°08'28" East, 30.00 feet;
THENCE South 03°51'32" West, 24.00 feet;
THENCE South 86°08'28" East, 385.69 feet;
THENCE 91.63 feet along the arc of a curve to the right, having a radius of 320.50 feet, and central angle of 16°22'52";
THENCE South 69°45'36" East, 188.66 feet;
THENCE South 75°28'14" East, 100.58 feet;
THENCE 5.03 feet along the arc of a curve to the right, having a radius of 50.50 feet, and central angle of 05°42'38";
THENCE South 69°45'36" East, 12.75 feet;
THENCE South 20°29'59" West, 65.63 feet;
THENCE South 30°53'09" East, 33.61 feet;
THENCE South 19°24'41" West, 367.23 feet;
THENCE South 25°33'06" East, 16.98 feet to a point on the easterly line of Parcel R-4, and on the westerly right-of-way line of Damonte Ranch Parkway;
THENCE along said westerly right-of-way line, South 19°24'41" West, 19.54 feet to the southeast corner of said Parcel R-4;
THENCE along the southerly line of said Parcel R-4, North 88°06'33" West, 18.25 feet;
THENCE departing said southerly line, North 25°33'06" West, 34.81 feet;
THENCE North 19°24'41" East, 365.56 feet;
THENCE North 30°53'09" West, 33.96 feet;
THENCE North 20°29'59" East, 20.11 feet;

THENCE North 64°02'58" West, 86.07 feet;

THENCE North 69°45'36" West, 190.61 feet;

THENCE 79.91 feet along the arc of a curve to the left, having a radius of 279.50 feet, and central angle of 16°22'52";

THENCE North 86°08'28" West, 1261.50 feet;

THENCE 37.55 feet along the arc of a curve to the right, having a radius of 30.50 feet, and central angle of 71°09'20";

THENCE North 14°59'08" West, 390.65 feet;

THENCE 23.39 feet along the arc of a curve to the right, having a radius of 500.50 feet, and central angle of 02°40'39";

THENCE North 12°18'28" West, 177.52 feet to a point on the southerly line of Parcel 017.144 XS1;

THENCE North 02°11'05" West, 67.09 feet;

THENCE North 00°51'29" East, 155.81 feet;

THENCE North 10°32'36" West, 22.60 feet to a point on the westerly line of said Parcel 017.144 XS1;

THENCE along said westerly line of Parcel 017.144 XS1, 240.38 feet along the arc of a non-tangent curve to the left, having a radius of 479.00 feet, central angle of 28°45'10", and a chord that bears North 13°37'25" West, 237.86 feet;

THENCE continuing along said westerly line of Parcel 017.144 XS1, North 28°00'00" West, 125.55 feet;

THENCE continuing along said westerly line of Parcel 017.144 XS1, 41.62 feet along the arc of a curve to the left, having a radius of 60.00 feet, central angle of 39°44'35", and a chord that bears North 47°52'18" West, 40.79 feet;

THENCE departing said westerly line of Parcel 017.144 XS1, North 62°00'43" East, 108.19 feet;

THENCE North 17°00'43" East, 23.65 feet;

THENCE North 62°00'43" East, 62.42 feet to a point on the northerly line of that Parcel per Document No. 4927264, a point on the southerly right-of-way line of Damonte Ranch Parkway;

THENCE along said southerly right-of-way line of Damonte Ranch Parkway, 14.95 feet along the arc of a non-tangent curve to the right, having a radius of 350.00 feet, central angle of 02°26'52", and a chord that bears North 89°03'15" East, 14.95 feet to a point on the westerly line of Parcel R-1;

THENCE along said westerly line of Parcel R-1, North 00°49'34" East, 7.76 feet;

THENCE departing said westerly line of Parcel R-1, North 62°00'43" East, 59.95 feet;

THENCE North 29°36'11" East, 23.55 feet to the **POINT OF BEGINNING**.

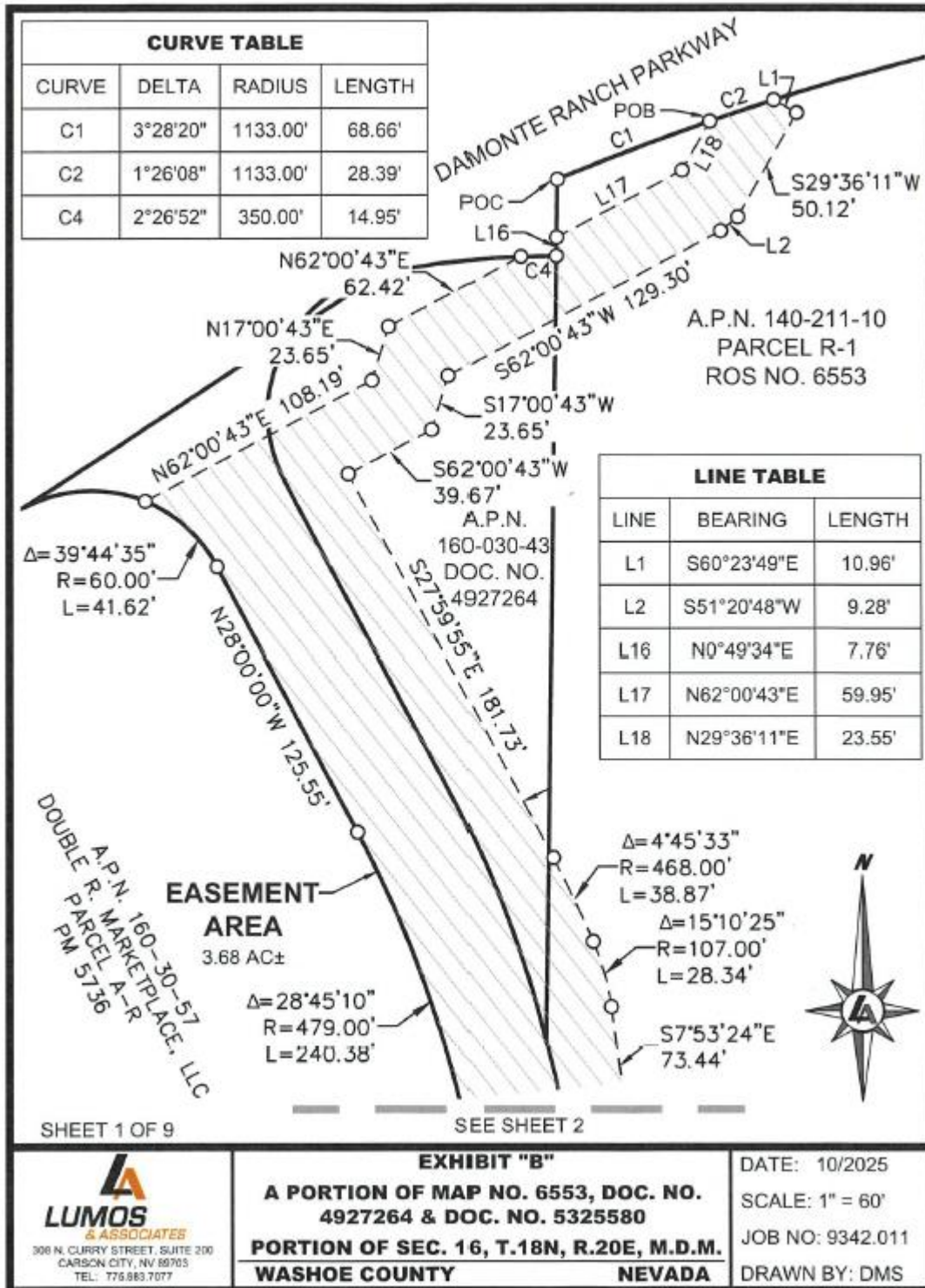
Containing 3.68 acres, more or less.

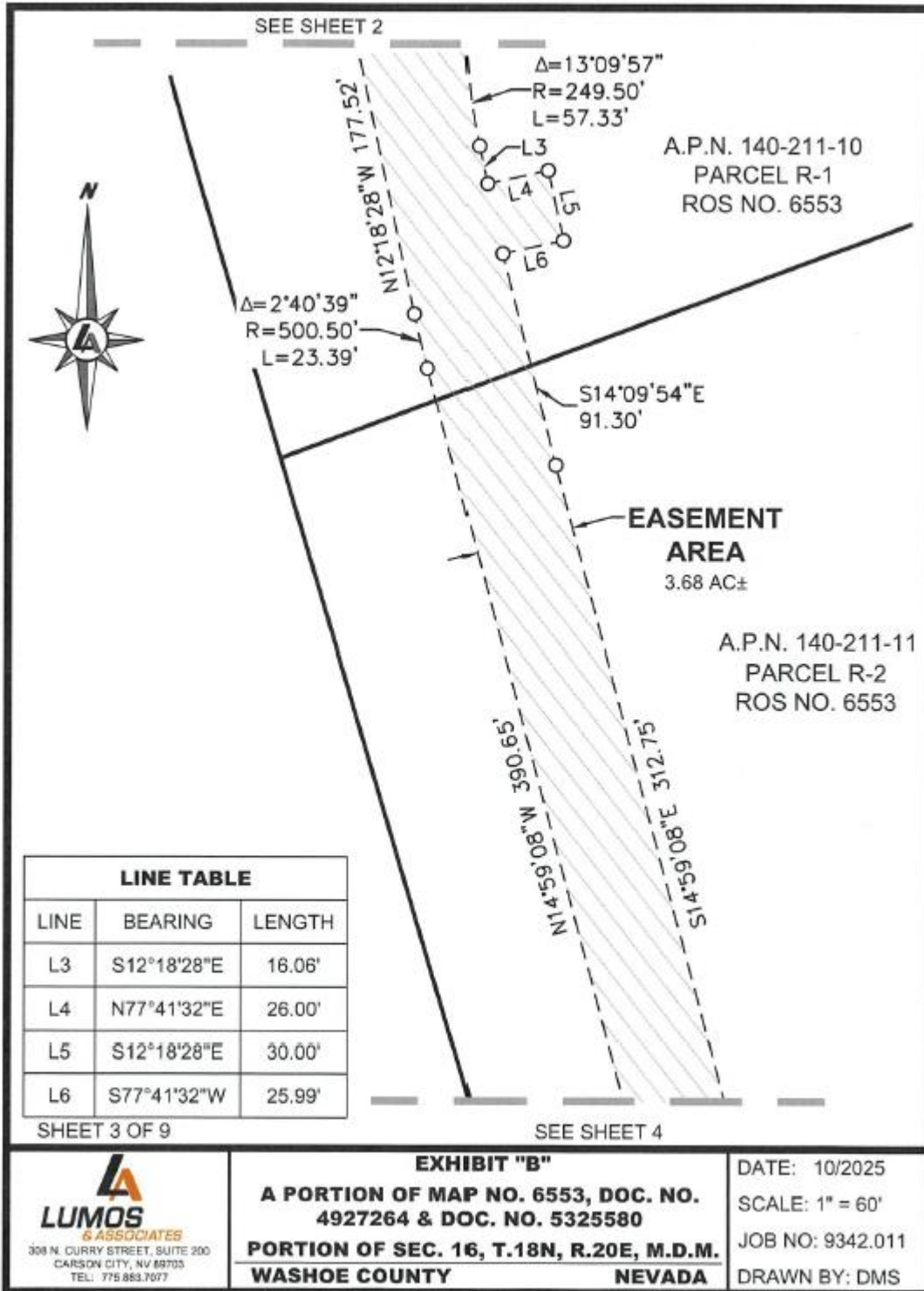
The Basis of Bearings for this description is Record of Survey No. 6553, recorded June 5, 2024 as file No. 5460204 in the Official Records of Washoe County, Nevada.

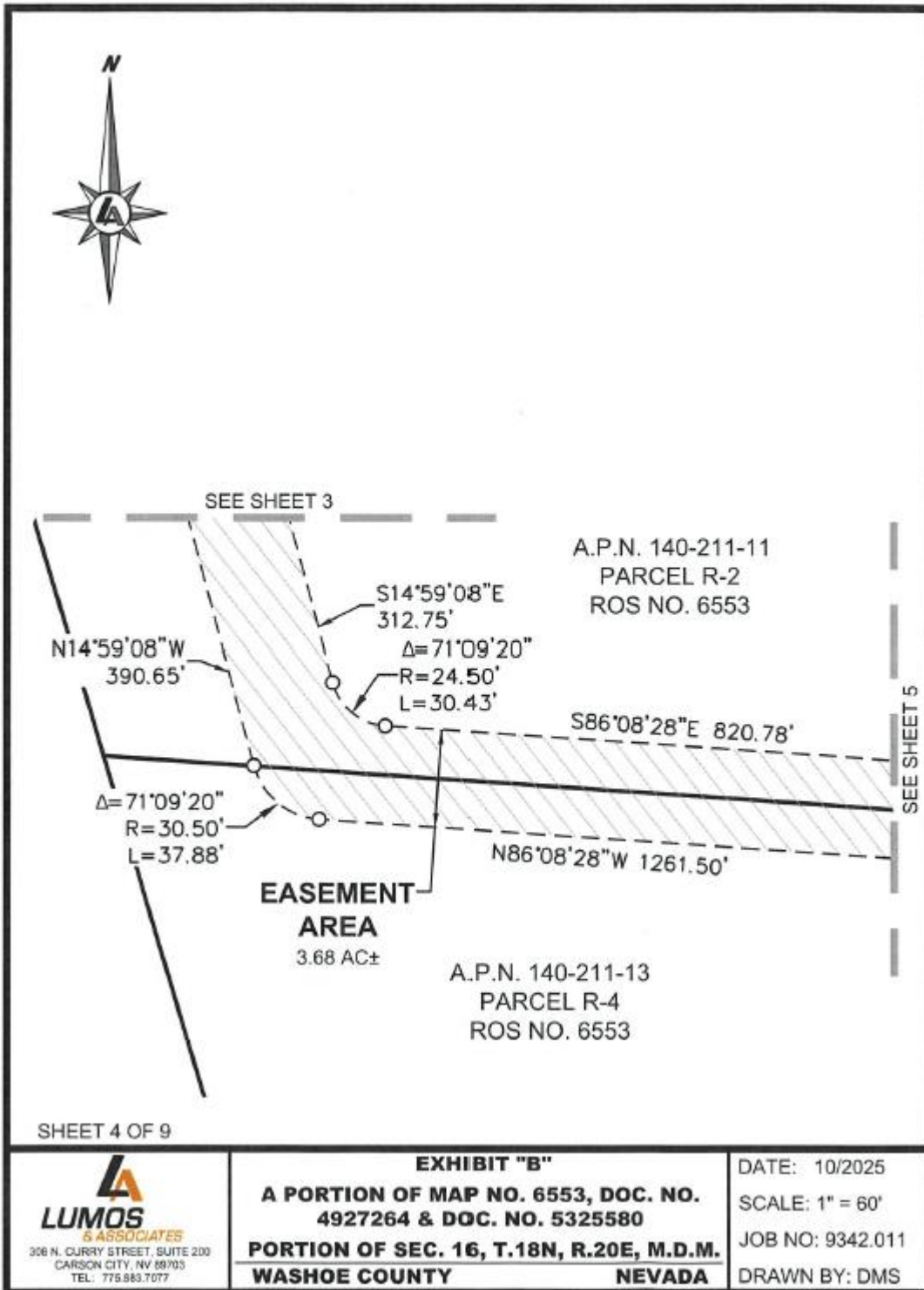


Prepared by:
Lumos & Associates, Inc.
Dean Neubauer, P.L.S. 9392
308 N. Curry Street, Suite 200
Carson City, NV 89703
JN: 9342.011

Exhibit A-1



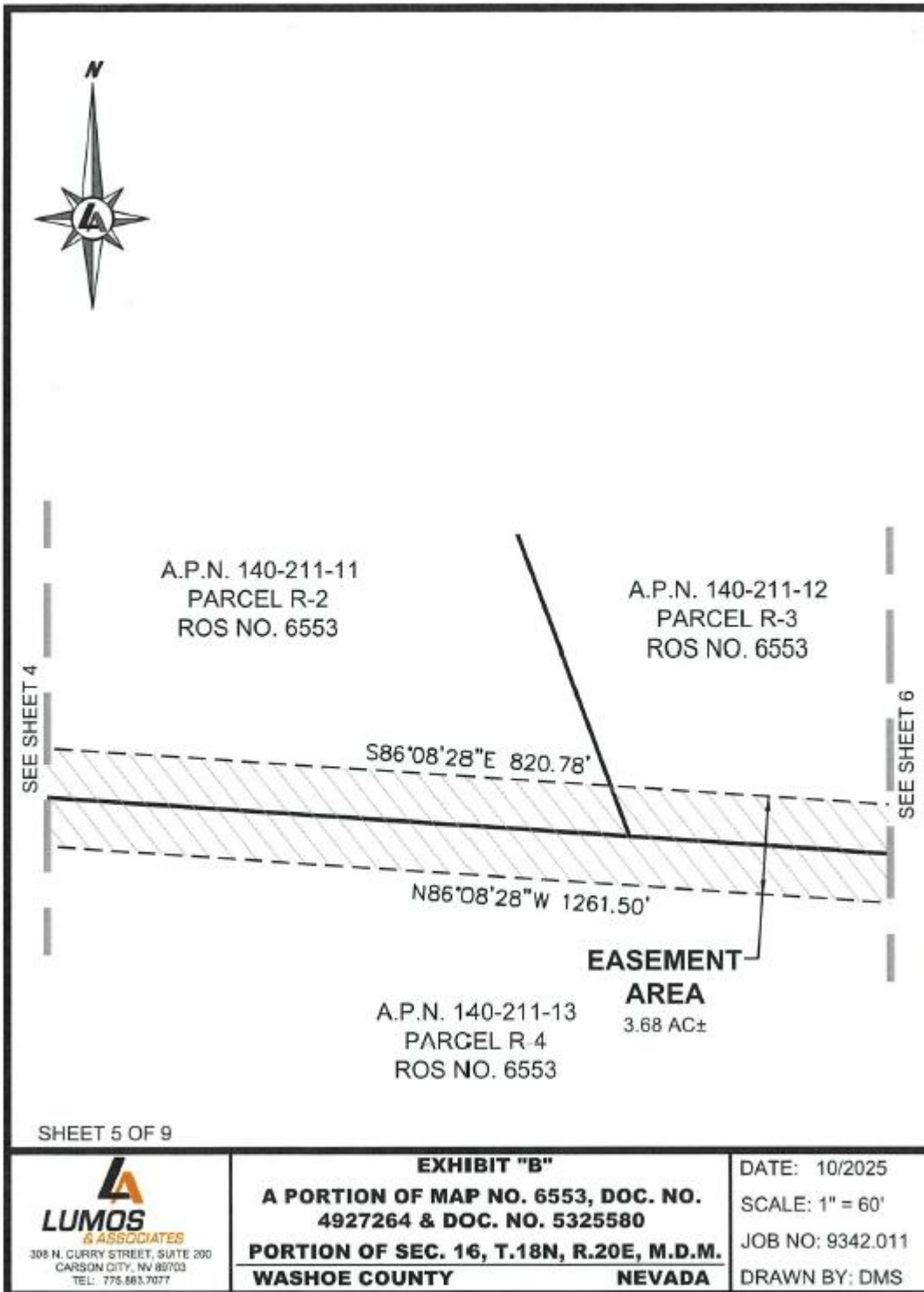




LUMOS
 & ASSOCIATES
 306 N. CURRY STREET, SUITE 200
 CARSON CITY, NV 89703
 TEL: 775.883.7077

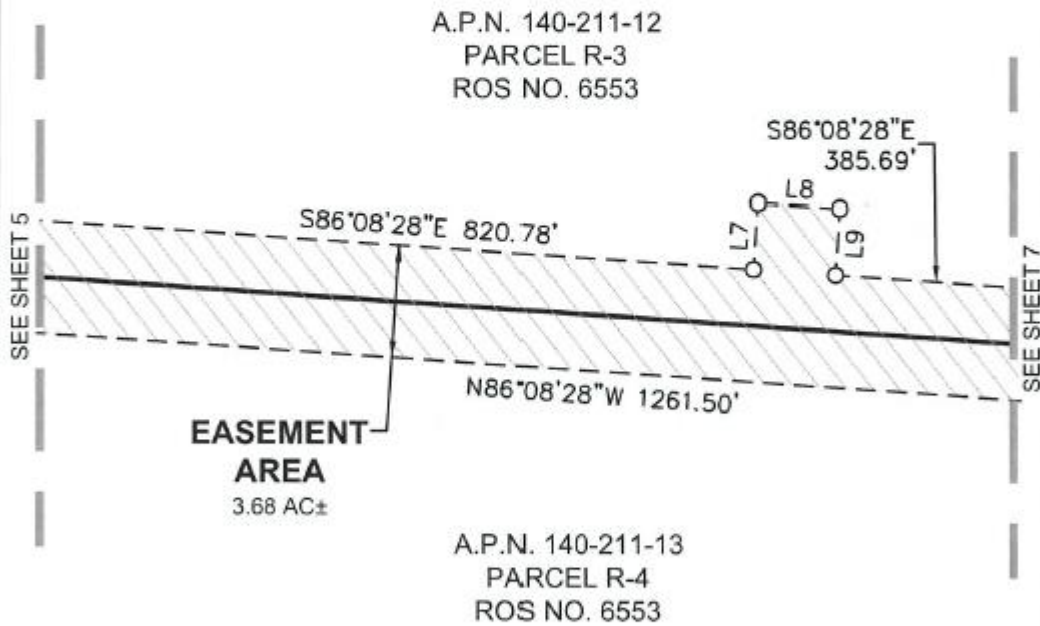
EXHIBIT "B"
A PORTION OF MAP NO. 6553, DOC. NO. 4927264 & DOC. NO. 5325580
PORTION OF SEC. 16, T.18N, R.20E, M.D.M.
WASHOE COUNTY NEVADA

DATE: 10/2025
 SCALE: 1" = 60'
 JOB NO: 9342.011
 DRAWN BY: DMS





LINE TABLE		
LINE	BEARING	LENGTH
L7	N3°51'32"E	24.00'
L8	S86°08'28"E	30.00'
L9	S3°51'32"W	24.00'



SHEET 6 OF 9



EXHIBIT "B"
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SEE SHEET 6

A.P.N. 140-211-12
PARCEL R-3
ROS NO. 6553

S86°08'28"E 385.69'

N86°08'28"W 1261.50'

SEE SHEET 8

EASEMENT

AREA

3.68 AC±

A.P.N. 140-211-13
PARCEL R-4
ROS NO. 6553

SHEET 7 OF 9

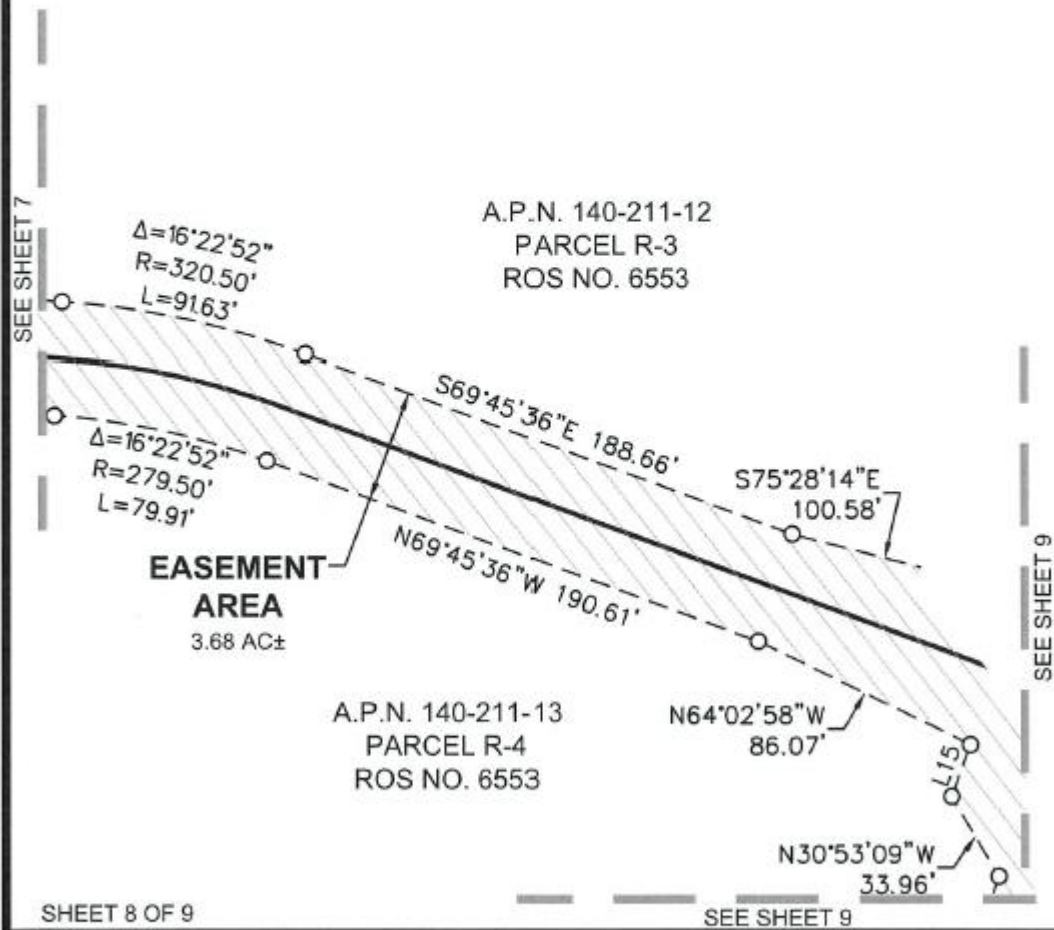
LUMOS
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LINE TABLE		
LINE	BEARING	LENGTH
L15	N20°29'59"E	20.11'



SHEET 8 OF 9

SEE SHEET 9

LUMOS
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306 N. CURRY STREET, SUITE 200
CARSON CITY, NV 89703
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EXHIBIT "B"
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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C3	5°42'38"	50.50'	5.03'

A.P.N. 140-211-13
PARCEL R-4
ROS NO. 6553

EASEMENT AREA
3.68 AC±

LINE TABLE		
LINE	BEARING	LENGTH
L10	S69°45'36"E	12.75'
L11	S25°33'06"E	16.98'
L12	S19°24'41"W	19.54'
L13	N88°06'33"W	18.25'
L14	N25°33'06"W	34.81'
L15	N20°29'59"E	20.11'

SHEET 9 OF 9

LUMOS
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TEL.: 775.853.1977

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4927264 & DOC. NO. 5325580
PORTION OF SEC. 16, T.18N, R.20E, M.D.M.
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