APN: 144-010-22

Recording Requested By, and After Recordation Return To:

New Cingular Wireless PCS, LLC 605 Coolidge Drive Suite 100 Folsom, CA 95630

GRANT OF ACCESS AND UTILITY EASEMENT

THIS GRANT OF ACCESS AND UTILITY EASEMENT ("Easement") is entered into this ______day of _______, 2025, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County" or "Grantor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Grantee").

WITNESSETH:

WHEREAS, County is the owner of certain real property situated in the County of Washoe, State of Nevada, Assessor's Parcel Number 144-010-22, commonly known as Galena Terrace Open Space ("County Property"), which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantee desires from County a permanent and non-exclusive easement over a portion of the County Property ("Easement Area") for access and utilities from a public right of way to Grantee's communication facility located on an adjacent parcel owned by Truckee Meadows Water Authority ("TMWA") and known as APN: 144-010-23 ("Dominant Tenement"), the legal description for which is attached hereto at Exhibit B and made a part hereof; and

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

NOW THEREFORE, GRANTOR, for and in consideration of the sum of Four Thousand Two Hundred Forty Three and No/100 Dollars (\$4,243.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. County hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement appurtenant and right of way in, on, over, under, and across the Easement Area, commonly known as the Existing Gravel Road in Exhibit C attached hereto and made a part hereof, which is also generally depicted and/or described in Exhibit A of the Grant of Easement recorded as document 2597346, which is attached as Exhibit D hereto and made a part hereof, for ingress, egress and access from a public right-of-way to Grantee's communications facility ("Monopole Facility") located on the Dominant Tenement, and to install, access, construct, alter, maintain, inspect, repair, reconstruct, and operate underground utilities, including but not limited to electricity, telco, and fiber ("Utility Facilities"), deemed necessary for operation and maintenance of the Monopole Facility.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining or removing the Utility Facilities and Monopole Facility, to any tangible, personal property or improvements owned by Grantor and located in the Easement Area.

- 2. <u>Easement Access</u>. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have non-exclusive ingress and egress to the Easement Area for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities and Monopole Facility.
- 3. <u>Site Plans.</u> Prior to installation of the Utility Facilities or Monopole Facility, Grantee shall submit Site plans to County for review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned.
- 4. <u>Maintenance</u>. Subject to Section 9 below, Grantee agrees to maintain the Utility Facilities and Monopole Facility in good order and repair, and consistent with the County's standards for maintenance of such improvements, as amended from time to time. The County's standards for maintenance include, but are not limited to, timely repairs to damages and/or removal of graffiti.
- 5. Warranties and Representations by County. County warrants and represents that County owns the County Property and there are no prior encumbrances or liens running with the County Property which will frustrate or make impossible Grantee's enjoyment of the County Property as permitted in this Easement, other than Grant of Easement, Document number 2597346, Recorded with Washoe County Recorder, and attached hereto at Exhibit D. County has full power and authority to sell and convey the County Property to Grantee and to enter into and perform its obligations pursuant to this Easement. The person signing this Easement and other instruments required under this Easement on behalf of County is duly authorized to so sign and has the full power and authority to bind County.
- 6. <u>Hold Harmless</u>. Subject to the limitations in NRS Chapter 41, Grantee shall hold County, its officers, agents, and employees, 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, including not but not limited to construction, maintenance, and operation of the Monopole Facility.
- 7. <u>Indemnification</u>. 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.
- 8. <u>County's Reservation of Rights</u>. Subject at all times to the limitations and provisions of Section 7, County reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the Easement Area, and (ii) the right to use the County Property for any purpose, and the right of the general public to use the County Property for parks and recreation purposes. County reserves the right to make improvements to the County Property.
- 8.1 <u>No Unreasonable Interference.</u> County shall not erect any buildings or structures on the County Property or otherwise use the County Property in a manner that places an unreasonable burden on or unreasonably interferes with Grantee's full use and enjoyment and the rights granted herein. Grantee acknowledges that Grantor's present and future uses of, and practices on, the County Property are compatible with this Easement. Grantor and Grantee recognize that the future uses of, and practices on, the surface of the County Property may change over time as a result of the development and the public's need for recreation.
 - 9. Termination. This Easement shall be coterminous with the Grant of Access and Utility

Easement, which shall expire on December 31, 2050, unless extended or replaced by a subsequent agreement, or upon the discontinuation of use of both the Utility Facilities and Monopole Facility, per the Truckee Meadows Water Authority Communications Site License Agreement With New Cingular Wireless PCS, LLC, whichever occurs first. If at any time Grantee abandons the use of either easement granted herein or fails to use it for its intended purpose for a period of two (2) years (in which event, such easement will be deemed abandoned), the easement will automatically terminate. Within six (6) months following any termination, Grantee, its successors or assigns, shall be responsible for the removal, including but not limited to all costs and expenses, of the Utility Facilities and any other improvements made by Grantee on the County Property. The Easement Area shall be returned to its original condition prior to the grant of this Easement to Grantee, to the extent reasonably possible; provided that Grantee shall have no obligation to remove any of the underground Utility Facilities so long as Grantee leaves them in a safe condition, which at a minimum shall be inoperative, de-electrified, and capped.

- 10. Entire Agreement and Severability. This Easement constitutes the parties' entire understanding concerning the subject matter of the agreement between the parties and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Easement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. If any provision of this Easement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of this Easement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Easement.
- 11. <u>Counterparts</u>. This Easement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.
- 12. <u>Enforcement; Breach Shall Not Permit Termination</u>. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.
- 13. <u>Reimbursement for Breach</u>. Each party shall reimburse the other party for all reasonable expenses, damages, and costs, including attorney fees, incurred by the injured party as a result of the defaulting party's breach of any covenant set forth herein.
- 14. <u>Governing Law; Venue</u>. This Easement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue for all adversarial proceedings arising out of this Easement or arising out of the performance or failure to perform duties described in this Easement shall be in the Second Judicial District Court of the State of Nevada in and for Washoe County.
- 15. <u>Assignment.</u> Neither Party may assign this Easement without the express written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the forgoing to the contrary, Grantee shall have the right, without Grantor's consent, to assign this Easement to Grantee's affiliates. As used herein, an "affiliate" is any person or entity that (directly or indirectly) controls, is controlled by, or is under common control with, that party. Upon notification of a permitted assignment, the assignor will be relieved of all future performance, liabilities and obligations under this Easement to the extent of such assignment.

- 16. <u>Authority</u>. Any corporation or partnership signing this Easement, and each agent, officer, director, or employee signing on behalf of such a corporation or partnership, represents and warrants that said Easement is duly authorized by and binding upon said corporation or partnership.
- 17. <u>Compliance with Applicable Laws</u>. Grantee will conduct all activities on and within the Easement Area 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.
- 18. <u>Notices</u>. For Notices of Default to Grantee, notices must be sent to Grantee's Lease Administration Department by email at <u>NoticeIntake@att.com</u>; and to Grantee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site CVL00257; Mt. Rose Wedge (NV)
Fixed Asset #: 10151387
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent to:

- (a) Grantee's Lease Administration Department by email at NoticeIntake@att.com; and
- (b) Grantor at:

Washoe County Attn.: CSD - Parks Planner 1001 E. 9th Street Reno, NV 89512

Notices by email to Grantee's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

Either party may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party as provided herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Grantee have caused these presents duly to be executed the day and year first above written.

	"GRANTOR" WASHOE COUNTY, a political subdivision of the State of Nevada
	By:
	Name: Alexis Hill, Chair Title: Washoe County Commission
STATE OF NEVADA	
COUNTY OF WASHOE	SS.
On this day of Commissioners of Washoe County, person me that she executed the above instrument	, 2025, Alexis Hill as Chair of the Board of County ally appeared before me, a Notary Public, and acknowledged to for the purpose therein contained.
	Notary Public
	"GRANTEE" New Cingular Wireless PSC, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
	By: Name: Title:
COUNTY OF	ss. 2025 as
wireless PCS, LLC, personally appeared executed the above instrument for the purp	AT&T Mobility Corporation, the Manager of New Cingular before me, a Notary Public, and acknowledged to me that they cose therein contained.
	Notary Public

EXHIBIT A

County Property

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE WITHIN SECTION 31, TOWNSHIP 18 NORTH, RANGE 20 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN ON PARCEL MAP NO. 3813, RECORDED OCTOBER 12, 2001 AS FILE NO. 2605236 OF OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.

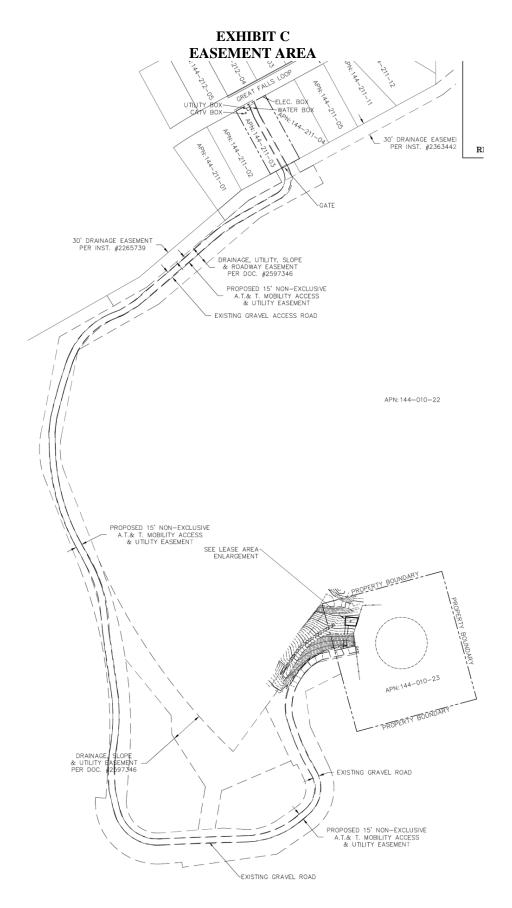
EXHIBIT B

Dominant Tenement

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

SITUATE, IN THE COUNTY OF WASHOE, STATE OF NEVADA, AND BEING A PORTION OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 20 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3813, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON OCTOBER 12, 2001, AS FILE NO. 2605236, OFFICIAL RECORDS.



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Apr. 144-010-21

EXHIBIT D

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made and entered into this /o day of <u>September</u>, 20<u>0</u>/, by and between HELEN JEANE JONES AND GERALD C. SMITH, as Trustees Under the Provisions of that Certain Nellyl. Redfield Revocable Trust Agreement Dated May 21, 1980, Party of the First Part, hereinafter referred to as "Grantor", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, Party of the second part, hereinafter referred to as "Grantee",

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement and right-of-way for drainage, utility, slope and roadway 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 drainage, utility, slope and roadway facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, and maintenance of said drainage, utility, slope and roadway facilities.

The easement and right of-way hereby granted is situate in the County of Washoe, State of Nevada, more particularly described Exhibits "A", "B" and "C" attached hereto and made a part hereof/

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

This is a non-exclusive Grant of Easement and to the extent that other uses do not interfere with the use of said easement by Grantee as permitted herein, Grantor,

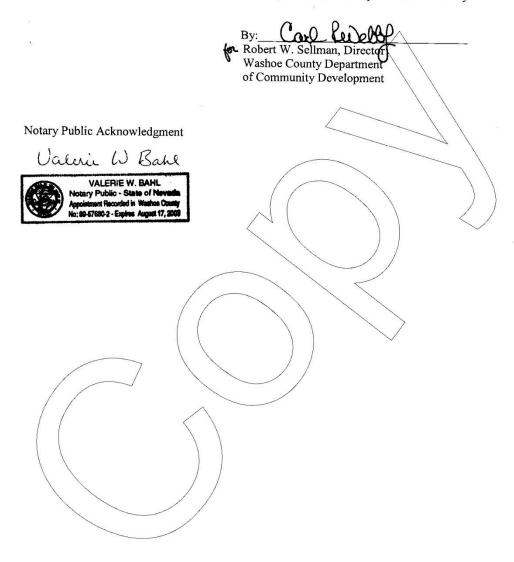


their successors and assigns, shall be permitted to use the same for any purpose they may desire.

IN WITNESS WHEREOF, the Grantor hereto has executed this Grant of Easement the day and year first above written. Nell J. Redfield Revocable Trust Agreement Dated May 21, 1980 GERALD C. SMITH, Trustee STATE OF NEVADA COUNTY OF WASHOE) On this 14 day of personally appeared before me, a Notary Public HELEN JEANE JONES, who acknowledged that she executed the above instrument. JOANN ARNOLDSEN Notary Public - State of Nevada Appointment Recorded in Washoe County STATE OF NEVADA No: 99-51894-2 - Expires March 20, 2003 COUNTY OF WASHOE day of personally appeared before me, a Notary Public GERALD C. SMITH, who acknowledged that he executed the above instrument. JOANN ARNOLDSEN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 99-51894-2 - Expires March 20, 2003

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Accepted for the County of Washoe County





The basis of bearings for the following easement descriptions, is the Nevada State Plane System (West Zone), as measured between GPS control point AP 227A and GPS control point 4AP 216, taken as North 86d 42m 16s East, per data on file with the Washoe County Engineering Department.

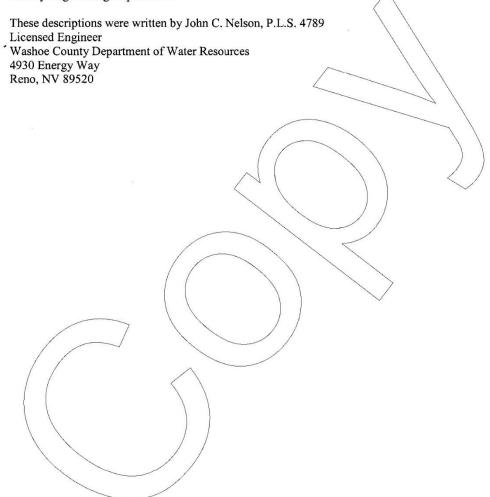






EXHIBIT A

LEGAL DESCRIPTION DRAINAGE, UTILITY, SLOPE AND ROADWAY EASEMENT

The following describes a Drainage, Utility, Slope, and Roadway Easement for the Steamboat Hills Water Storage Tank.

All that certain real property situate in the south half of Section 31, T.18N, R.20E. M.D.N. being more particularly described as follows.

COMMENCING at the Southeast corner of Lot 922, as shown on the Official Plat of the Galena Terrace - Unit 9, filed for record on July 22, 1999, Official Records of Washoe County, State of Nevada, File No. 2363906;

THENCE along the southerly property/line of said Lot 922, Solo 25' 56"W, 15.0 feet to the TRUE POINT OF BEGINNING;

THENCE S28° 34' 04" E, 30 feet across a certain Drainage Easement per Doc. 2363442;

THENCE following the southerly boundary of said drainage easement N61° 25' 56"E, 36.59 feet;

THENCE S28° 34' 04'E, 50.0 feet;

THENCE S61 25' 56"W 173.22 feet;

THENCE S49° 29' 42"W, 322.66 feet;

THENCE S60° 23' 12"W, 224,62 feet;

THENCE S10° 49' 22"W, 214,03 feet to the beginning of a curve concave to the east;

THENCE along said curve, having a radius of 155.00 feet, a central angle of 32° 10' 08" an arc length of 87.02 feet;

THENCE on a tangent bearing of S21° 20' 45"E, 230.18 feet to the beginning of a curve concave west;

THENCE along said curve, having a radius of 1105.00 feet, a central angle of 25° 31' 07" an arc length of 492.15 feet;



page 2, EXHIBIT A cont.

THENCE on a tangent bearing of S04° 10' 22"W, 95.03 feet to the beginning of a curve concave east;

THENCE along said curve, having a radius of 75.00 feet, a central angle of 98° 33' 50" an arc length of 129.02 feet;

THENCE on a tangent bearing of N85° 36' 32"E, 153,74 feet;

THENCE S86° 22' 52E" 50.62 feet to the beginning of a curve concave northerly;

THENCE along said curve, having a radius of 125.00 feet, a central angle of 38° 12' 02" an arc length of 83.34 feet;

THENCE on a tangent bearing of N55 25' 06"E, 56.78 feet to the beginning of a curve concave westerly;

THENCE along said curve, having a radius of 55.00 feet, a central angle of 80° 41' 53" an arc length of 77.46 feet;

THENCE on a tangent bearing of N25° 16' 47"W, 38.32 feet;

THENCE S64° 43' 13"W, 10.00 feet

THENCE N25° 16' 47"W, 157.19 feet;

THENCE N36° 03' 54"E, 51.93 feet;

THENCE N53° 56' 06" W, 20,45 feet;

THENCE N36° 03' 54" E, 217.34 feet, to a point on the westerly boundary of the Water Tank Parcel;

THENCE along the westerly Parcel Line S15° 13' 04"E, 154.00 feet;

THENCE S 63° 27' 44"W, 95.95 feet;

THENCE S07° 35' 18"E, 85.85 feet;



page 3, EXHIBIT A cont.

THENCE S25° 16' 47"E, 107.06 feet; to the beginning of a curve concave westerly,

THENCE along said curve, having a radius of 122.56 feet, a central angle of 80° 41' 53" an arc length of 172.62 feet,

THENCE on a tangent bearing of S55° 25" 06"W, 102.98 feet to an angle point;

THENCE S82° 03' 28"W, 230.83 feet;

THENCE NO4° 23'28"W, 12.24 feet;

THENCE S85° 36' 32"W, 47.80 feet; to the beginning of a curve concave northerly,

THENCE along said curve, having a radius of 150.00 feet, a central angle of 98° 33'50", 258.04 feet:

THENCE on a radial bearing of S85° 49 38"E, 25.00 feet, thence/leaving radial of said curve on a tangent bearing of N 04° 10' 22" E, 95.03 feet to the beginning of a curve concave westerly,

THENCE along said curve, having a radius of 1055.00 feet, a central angle of 25° 31' 07" an arc length of 469.88 feet;

THENCE on a tangent bearing of N21° 20' 45"W, 230.18 feet to the beginning of a curve concave easterly;

THENCE along said curve, having a radius of 205.00 feet, a central angle of 32° /10' 08" an arc length of 1,15.10 feet;

THENCE on a tangent bearing of N10° 49' 22"E, 237.11 feet;

THENCE N60° 23' 12"E, 242.94 feet;

THENCE N49° 29' 42"E 323.12 feet;

THENCE N61° 25' 56" E, 91.85 feet;

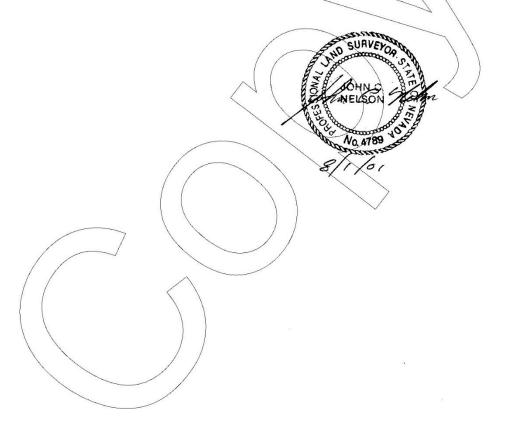


page 4, EXHIBIT A cont.

THENCE across a certain drainage easement, N28° 34' 04"W, 30.00 (feet;

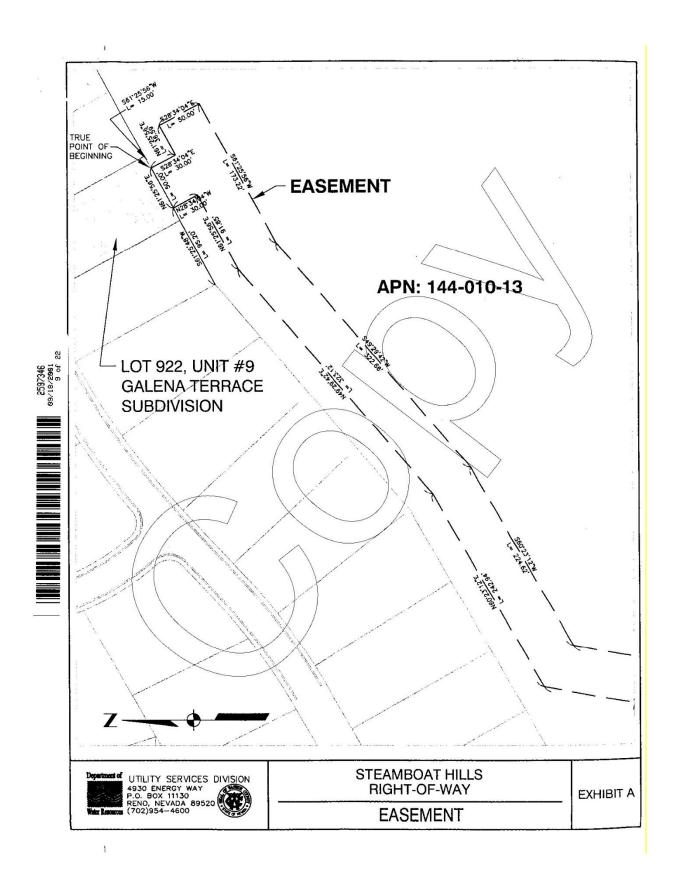
THENCE along the southerly boundary of Lot 922 of Galena Terrace – Unit 9, N61° 25' 56" E, 50.0 feet to the TRUE POINT OF ENDING.

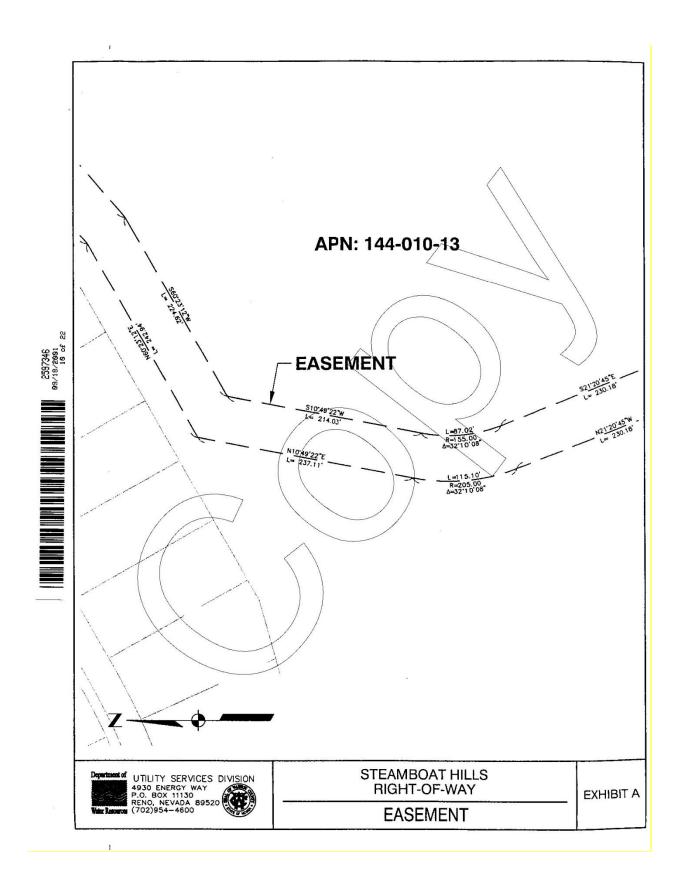
The above described easement contains 4.08 acres, more or less.

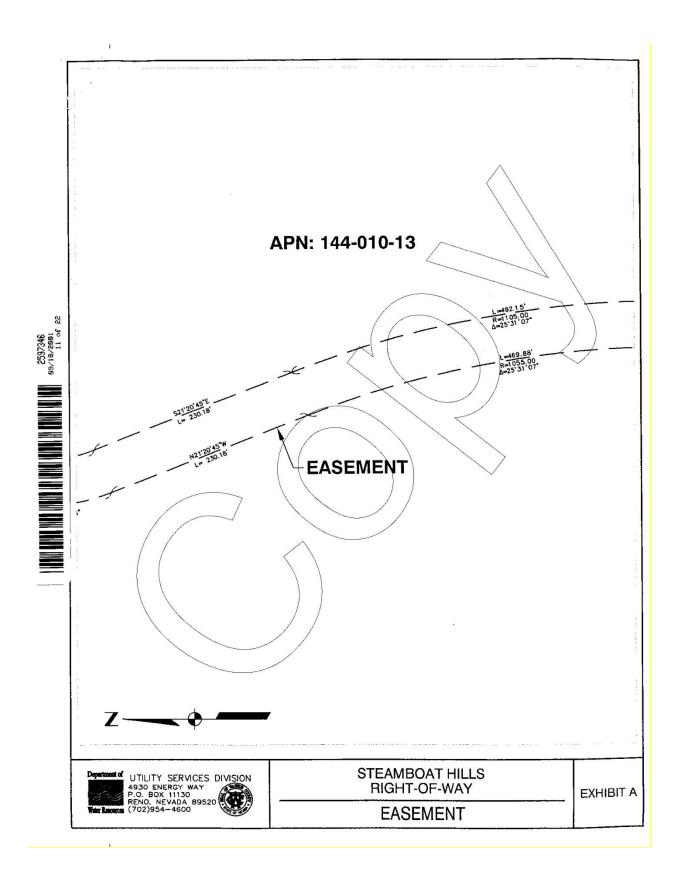




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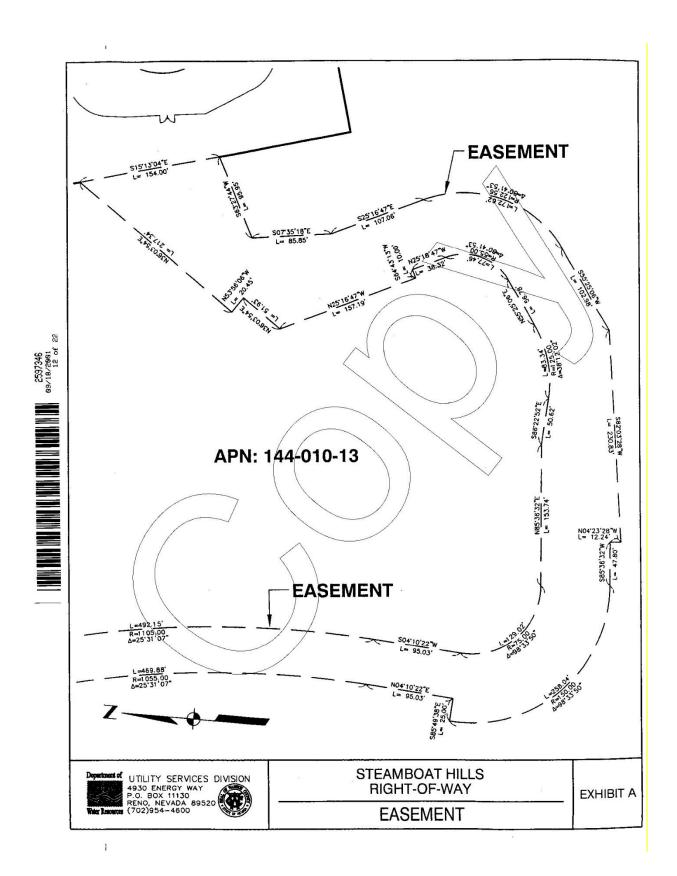


Exhibit B,

LEGAL DESCRIPTION DRAINAGE, UTILITY and SLOPE EASEMENT

The following describes a Drainage, Utility, and Slope Easement.

All that certain real property situate in the south half of Section 31, T. 18N, R. 20E. M.D.N. being more particularly described as follows.

COMMENCING at the Southeast corner of Lot 922, as shown on the Official Plat of the Galena Terrace - Unit 9, filed for record on July 22, 1999, Official Records of Washoe County, State of Nevada, File No. 2363906;

THENCE along the southerly property line of said Lot 922, S61 25' 56"W, 15 feet

THENCE S28° 34' 04" E, 30 feet across a certain Drainage Easement per Doc. 2363442;

THENCE following the southerly boundary of said drainage easement N61° 25' 56"E, 36.59 feet;

THENCE S28° 34' 04'/E, 50.0 feet;

THENCE S61° 25' 56"W 173.22 feet;

THENCE S49° 29' 42"W, 322.66 feet;

THENCE S60° 23' 12"W, 224.62 feet;

THENCE S10° 49' 22" W, 214.03 feet to the beginning of a curve concave to the

THENCE along said curve, having a radius of 155.00 feet, a central angle of 32° 10' 08" an arc length of 87.02 feet,

THENCE on a tangent bearing of S21° 20' 45"E, 230.18 to the beginning of a curve concave west, said point being the TRUE POINT OF BEGINNING;

THENCE along a curve, concave to the easterly, having a radius of 1444.35 feet, a central angle of 22° 29' 26" an arc length of 566.95 feet;

THENCE N36 03' 54"E, 132.72 feet;



page 2 Exhibit B cont.

THENCE S25° 16' 47"E, 143.42 feet;

THENCE S66° 40' 16"W, 182.55 feet;

THENCE S09° 38' 04"W, 93.02 feet;

THENCE S85° 36' 32"W, 41.23 feet;

THENCE N09° 38' 04"E, 106.12 feet;

THENCE N32° 44' 56"W, 149.89 feet;

THENCE NO2° 10' 33"W, 46.42 feet;

THENCE N39° 00' 07"W, 175.31 feet;

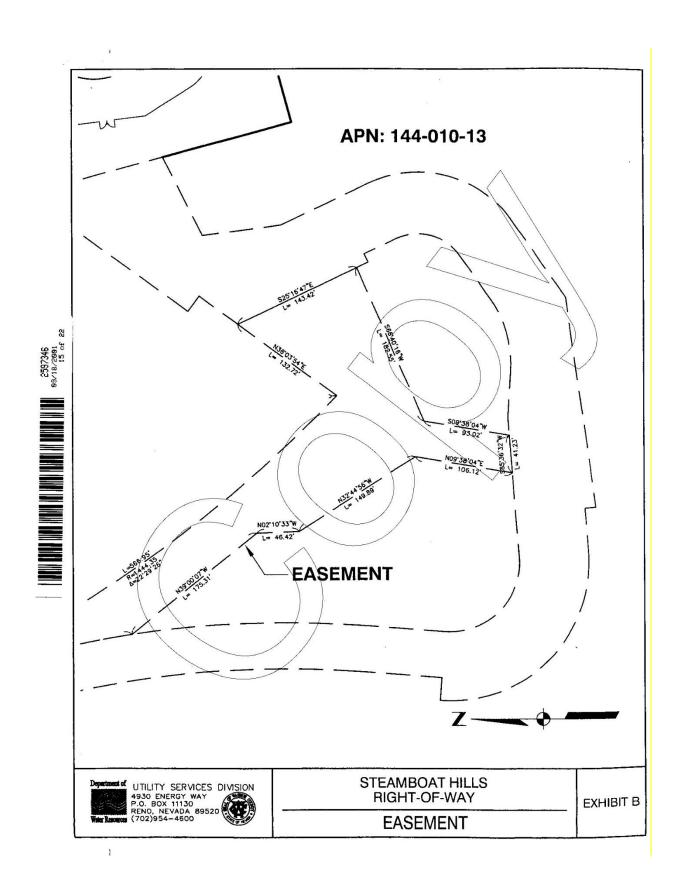
THENCE along a curve concave westerly, having a radius of 1105.00 feet, a central angle of 12° 45' 34", and an arc length of 246.07 feet, to the TRUE POINT OF ENDING.

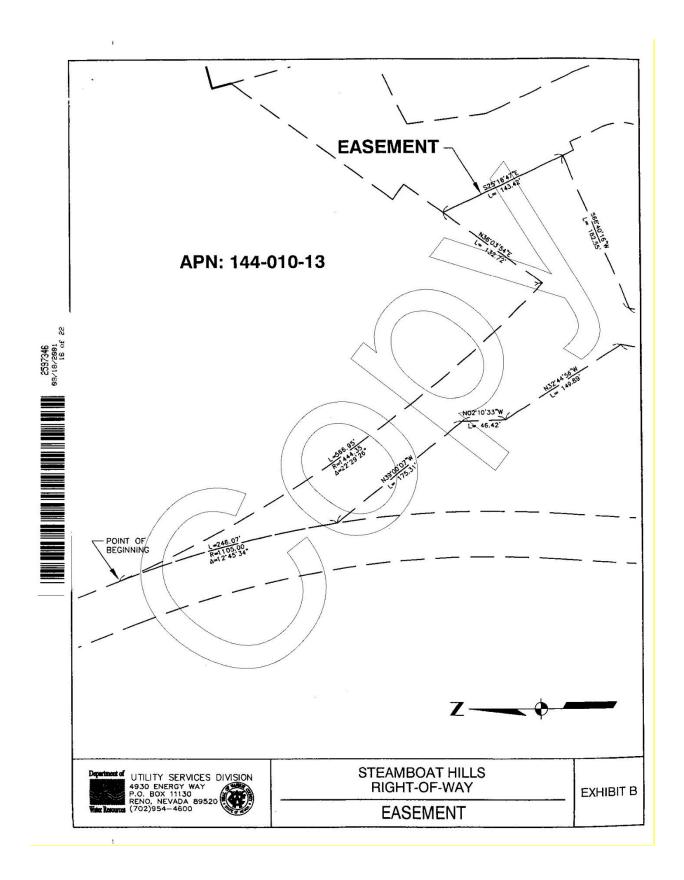
CONTAINING 1.13 acres more or less.

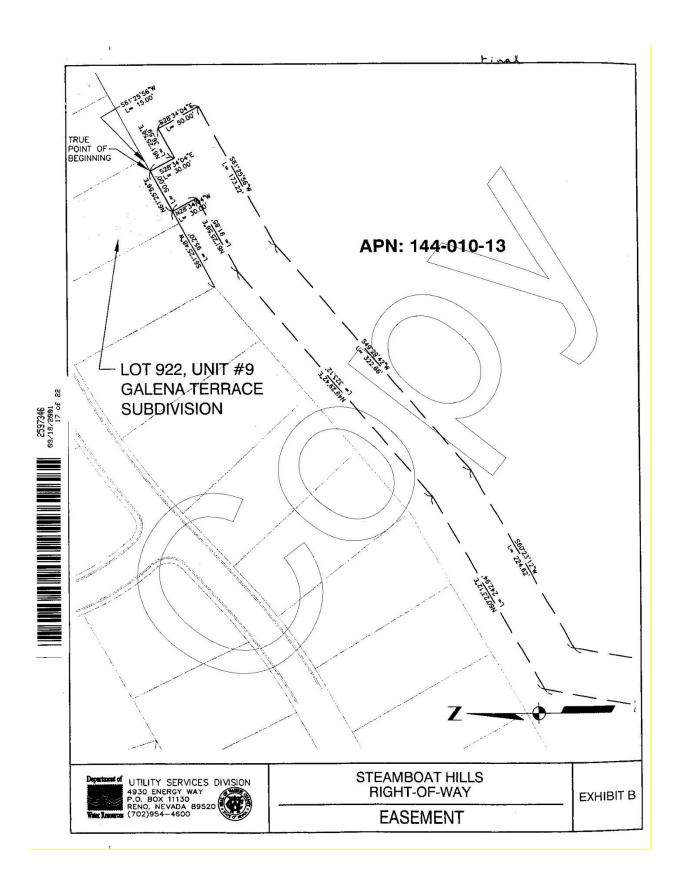




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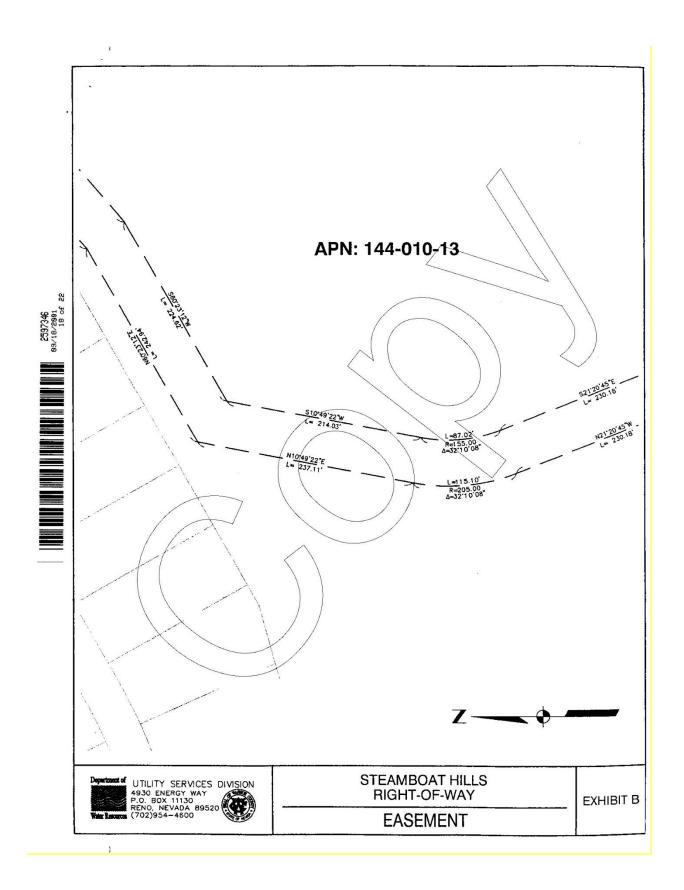


EXHIBIT C

LEGAL DESCRIPTION UTILITY EASEMENT

All that certain real property situate in the north half of Section 31, T\8N,\R.20E. M.D.N., being a 20 feet wide pipeline easement lying 10 feet on each side of the following described centerline.

Commencing at the southwest corner of corner of Parcel 1, as shown on the Official Land Map 114, filed for record on April 10, 1989 Official Records of Washoe County, State of Nevada, File No. 1326461;

THENCE along the southerly boundary of said parcel, N 61° 00' 20" E, 522.0 feet;

THENCE N 84° 35' 34" E, 695.36 feet to the TRUE POINT OF BEGINNING;

THENCE, S01° 34' 32" W; 359.31 feet, to the POINT OF ENDING;

The side lines to be shortened or lengthened to terminate at the intersection to the sidelines of a certain Access Easement as shown on the Official Plat of Galena Terrace - Unit 9, filed for record July 22,1999, Official Records of Washoe County, State of Nevada, File No. 1926800;

