

A.P.N: #534-450-05

After Recordation Return To:

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

Washoe County Regional Parks and Open Space
1001 E. 9th Street, BLDG A
Reno, NV 89512
Attn: Sophia Kirschenman, Park Planner

**EASEMENT DEED
GRANT OF EXPLORATORY WELL EASEMENT, CONDITIONAL WATER
FACILITIES EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

EXPLORATORY WELL EASEMENT, CONDITIONAL WATER FACILITIES EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (“Deed”) is entered into this ___ day of _____, 2022, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“Grantor”) and the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada and Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, currently Assessor's Parcel Number 534-450-05, commonly known as Sugarloaf Peak Open Space (“County Property”), including property identified and described in Exhibits “A” and “A-1” (“Temporary Construction Easement”), property identified and described in Exhibits “B” and “B-1” (“Exploratory Well Easement”), and property identified and described in Exhibits “C” and “C-1” (“Water Facilities Easement”), attached hereto and made a part hereof; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of three thousand, four hundred and fifty dollars (\$3,450.00), 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 Easements.

1.1 Exploratory Well Easement. Grantor hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-

exclusive easement and right of way in gross in, on, over, under, and across the Exploratory Well Easement area to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an underground exploratory well and any other facilities or appurtenances deemed necessary for operation or maintenance of the exploratory well (hereinafter called "Exploratory Well"). The Exploratory Well shall be utilized to conduct water quality and water production rate testing for Grantee to determine whether the site is suitable for a production well, and for ongoing groundwater quality monitoring.

1.2 Conditional Water Facilities Easement. If testing demonstrates suitability for a production well as determined by Grantee, Grantor grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement and right of way in gross in, on, over, under, and across the Water Facilities Easement area to access, construct, alter, maintain, inspect, repair, reconstruct, and operate a production well, wellhouse and any other facilities or appurtenances deemed necessary for operation or maintenance of the production well (hereinafter called "Water Facilities"). Grantee intends to conduct testing through its Exploratory Well. Grantee agrees to provide Grantor written notice of the results of the Exploratory Well testing. Grantor's grant of a Water Facilities easement is expressly conditioned on the results from Grantee's Exploratory Well testing. Grantor agrees that the Water Facilities shall only be constructed if the results from the Exploratory Well testing demonstrate that the site is suitable for a production well based on the geologic, water quality and flow information provided or obtained during testing as determined by Grantee. Should the Exploratory Well testing results indicate that the site is not suitable for a production well, no Water Facilities Easement will be granted. Grantee will notify Grantor in writing of Grantee's determination regarding suitability for a production well.

1.3 Temporary Construction Easement. Grantor also grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a temporary construction easement in, on, over, under, and across the Temporary Construction Easement area for the purposes of constructing and installing the Exploratory Well and, if applicable, Water Facilities improvements. Said Temporary Construction Easement shall expire upon the earlier to occur of: (i) completion of the exploratory well and water facilities improvements and associated revegetation; or (ii) twenty-four (24) months from the date of recording of this Agreement in the office of the Washoe County Recorder. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have, for the duration of the Temporary Construction Easement, ingress and egress to the Temporary Construction Easement area for the purposes set forth above.

2. Easement Access. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have at all times ingress and egress to the Exploratory Well and Water Facilities Easement area for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities and the Exploratory Well.

3. Construction of Exploratory Well and Water Facilities. Grantee shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Exploratory Well and Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Exploratory Well or Water Facilities until County has been given at least five

(5) days prior written notice of the time during which the installation work will take place. All work shall be performed in compliance with all applicable laws and ordinances. Grantee also agrees that, except in the event of an emergency, work performed on the initial installation of the Exploratory Well and Water Facilities shall be allowed only between 8:00 a.m. and 7:00 p.m., Monday through Friday, within the County Property. Grantee shall secure all necessary permits, including Nevada Department of Environmental Protection (NDEP) permits, prior to construction of the Exploratory Well and Water Facilities.

4. Revegetation. Grantee shall revegetate the disturbed areas outside of the Exploratory Well and Water Facilities footprint, including the Temporary Construction Easement area, according to an approved Revegetation Plan. In accordance with the Revegetation Plan, Grantee shall submit monitoring reports to the County as prepared by a licensed landscape architect or other qualified professional one (1) year and three (3) years after termination of the Temporary Construction Easement and implementation of the revegetation efforts to ensure success criteria, as identified in the Revegetation Plan, have been met. If the criteria are not met, additional hydroseeding applications and/or plantings shall be required.

5. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor 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. Grantor 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 Agreement. The person signing this Deed and other instruments required under this Deed on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantee acknowledges that the Grantor owns and operates the County Property subject to certain deed restrictions and covenants. Grantee acknowledges that its use of the easement areas does not interfere with the restrictions placed on the County Property and Grantee shall not interfere with the deed restrictions at any future time. Grantee confirmed with Syncon Homes, a Nevada corporation in its capacity as manager and trustee of Shadow Ridge 192, LLC, a Nevada limited liability company pursuant to NRS 86.541, that Syncon Homes consents to Grantee's use of the County Property.

6. 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 Grantor or third parties for any injury or damage caused by any act or omission of Grantee in its use of the Easements.

7. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 7.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the County Property for parks and recreation purposes and uses by the general public. Grantor reserves the right to make reasonable improvements to the County Property for public recreation purposes and consistent with its use as a trail area.

7.1 No Unreasonable Interference. Grantor 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 by acceptance of the Exploratory Well and Water Facilities Easement that Grantor's present and future public recreational uses of, and practices on, the surface area of the County Property are compatible with the purpose of this easement. Grantor reserves the right to use and enjoy the County Property in accordance with those present parks and recreational practices and uses now and in perpetuity. 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. Grantee acknowledges that the County owns this property and that Grantee's use of the Exploratory Well and Water Facilities Easement shall be subject to and not interfere with any existing restrictions placed on the County Property.

7. 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 herein.

8. Relocation of Water Facilities. If the Exploratory Well Easement, Water Facilities Easement, and Temporary Construction Easement, as defined herein and described and shown on Exhibits A, A-1, B, B-1, C, and C-1 are unsuitable for the purposes of the Grantee or the Grantor, then the location may, subject to prior written consent of both parties, be changed to an area mutually satisfactory to both the Grantor and Grantee herein. The newly agreed to locations shall be indicated and shown by an amended easement. Any relocations requested after the initial installation and use of the water facilities shall be at the sole cost and expense of the requesting party.

9. Notices. Any notices or communications required or permitted to be given must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Grantee:

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

Grantor:

Washoe County
Community Services Department
1001 E. 9th Street
P.O. Box 11130
Reno, NV 89520-0027
Attn: Sophia Kirschenman, Park Planner
Email: SKirschenman@washoecounty.gov

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Easement Deed, change their address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this section.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

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, Grantor 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: _____
Bob Lucey, Chair
Washoe County Board of County Commissioners

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2022, Bob Lucey as Chairman of the Board of County Commissioners of Washoe County, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public

“GRANTEE”

TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority

By: _____
Stefanie Morris,
Water Resources Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2022, Stefanie Morris, Water Resources Manager, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public