



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

COMMISSION MEETING DATE: JANUARY 7, 2020

DATE: December 27, 2019

TO: Open Space and Regional Parks Commission

FROM: Sophia Kirschenman, Park Planner,
Community Services Dept., 328-3623, skirschenman@washoecounty.us

THROUGH: Eric Crump, Operations Division Director
Community Services Department, 328-3625, ecrump@washoecounty.us

SUBJECT: Presentation, discussion, and possible recommendation to the Board of County Commissioners to approve an easement agreement and easement deed between Washoe County and the Truckee Meadows Water Authority for an access and water facilities easement totaling $\pm 11,802$ square feet and a temporary construction easement totaling $\pm 23,588$ square feet on APN 534-521-01, part of Sugarloaf Peak Open Space [at the appraised value of \$2,033.00]. (Commission District 4.)

SUMMARY

The Truckee Meadows Water Authority (TMWA) owns certain real property, currently identified APN 534-521-02, which is entirely surrounded by Washoe County's Sugarloaf Peak Open Space, currently identified as APN 534-521-01. TMWA's parcel contains a water tank, the Spring 6 Creek Tank. TMWA has an existing easement across Washoe County's Sugarloaf Peak Open Space for the purpose of accessing and maintaining the water tank. At present, TMWA is requesting an additional access and water facilities easement to allow for the construction, installation, and maintenance of a new underground waterline and access road on Sugarloaf Peak Open Space to provide system redundancy and potable water supply to the approved Harris Ranch Subdivision. TMWA has agreed to allow the public to utilize the new access road to connect to the existing Sugarloaf Peak trail system.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

On June 12, 2007, the Washoe County Board of County Commissioners accepted two quitclaim deeds, which dedicated the Sugarloaf Peak Open Space area to Washoe County.

BACKGROUND

Washoe County owns certain real property, currently identified as APN 534-521-01, part of Sugarloaf Peak Open Space, located approximately one (1) mile east of Pyramid Highway in Spanish Springs, Nevada. This parcel is characterized by a trail that traverses the property, culminating at the top of the peak. Additionally, the Truckee

Meadows Water Authority (TMWA) owns a parcel, currently identified as APN 534-521-02, entirely surrounded by Sugarloaf Peak Open Space. The TMWA property contains a water tank, called the Spring 6 Creek Tank. TMWA also has an existing access, waterline and slope maintenance easement across Washoe County's Sugarloaf Peak Open Space for the purposes of accessing and maintaining the water tank and delivering water for municipal water purposes.

TMWA is requesting an additional access and water facilities easement to allow for the construction, installation, and maintenance of a new underground waterline and access road on Sugarloaf Peak Open Space to provide system redundancy and potable water supply to the approved Harris Ranch Subdivision. According to TMWA, the existing waterline that runs through the subdivision to the west of Sugarloaf Peak Open Space does not have the capacity to serve the Harris Ranch Subdivision on top of its current demand. Additionally, the Pebble Creek Subdivision, on the west side of Pyramid Highway, has an existing water system. However, due to pressure differences, this lower pressure water system is unable to serve the higher pressure zone in which the Harris Ranch Subdivision will be located. As such, TMWA finds that there is no currently no feasible alternative for providing municipal water supply to this area.

TMWA has agreed to allow the public to utilize the new access road to connect to the existing trail system. This connection would allow residents of the future Harris Ranch Subdivision and the broader public to have another trail access point, thereby improving recreational opportunities in this area. This additional road/trail alignment is consistent with the terms of the deed that conveyed Sugarloaf Peak Open Space to the County as well as the Washoe County Parkland Easement Policy.

Construction activities are expected to last for approximately 3-4 weeks. Trail users may experience some minor noise and visual impacts, but the Sugarloaf Peak trail system will not be impeded during this time. To mitigate noise impacts on neighboring properties, construction hours will be limited to Monday – Friday from 8:00 am – 7:00 pm. Additionally, all disturbed areas must be reseeded with a native vegetation mix, as reviewed and approved by the Washoe County Community Services Department.

Consistency with the Washoe County Parkland Easement Policy

Staff have determined that the proposed easement is consistent with the Parkland Easement Policy as there are no feasible or prudent alternatives and the project is complementary with existing park uses as the subject site.

FISCAL IMPACT

Should the easement be approved, proceeds of \$2,033.00 will be deposited into the Parks Capital Fund (404), District 2C Spanish Springs-East Truckee (900280).

Purchase of the easement, construction, revegetation maintenance, and permitting associated with the project would be the responsibility of the TMWA.

RECOMMENDATION

It is recommended that the Park Commission recommend to the Board of County Commissioners approval of an easement agreement and easement deed between Washoe County and TMWA for an access and water facilities easement totaling ±11,802 square

feet and a temporary construction easement totaling $\pm 23,588$ square feet on APN 534-521-01, part of Sugarloaf Peak Open Space [at the appraised value of \$2,033.00].

POSSIBLE MOTION

Should the Commission agree with staff's recommendation, a possible motion would be:

“Move to recommend to the Board of County Commissioners approval of an easement agreement and easement deed between Washoe County and TMWA for an access and water facilities easement totaling $\pm 11,802$ square feet and a temporary construction easement totaling $\pm 23,588$ square feet on APN 534-521-01, part of Sugarloaf Peak Open Space [at the appraised value of \$2,033.00].”

A.P.N: #534-521-01

After Recordation Return To:

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Amanda Duncan, ARWP, Land Agent

**EASEMENT DEED
GRANT OF ACCESS AND WATER FACILITIES EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF ACCESS AND WATER FACILITIES EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (“Deed”) is entered into this ___ day of _____, 2020, 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 534-521-01, commonly known as Sugarloaf Peak Open Space (“County Property”), including property identified and described in Exhibits “A-1” and “A-2” (“Access and Water Facilities Easement”) and property identified and described in Exhibits “A-3” and “A-4” (“Temporary Construction Easement”), attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into an Easement Purchase and Sale Agreement dated _____, pursuant to which Grantor has agreed to convey a permanent, non-exclusive public utility easement and a temporary construction easement to Grantee across a portion of the County Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of two thousand and thirty-three dollars (\$2,033.00), 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. 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 Access and Water Facilities Easement area to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an underground waterline and access road and any other facilities or appurtenances deemed necessary for operation or maintenance of the waterline or access road (hereinafter called “Water Facilities”).

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 Water Facilities improvements. Said Temporary Construction Easement shall expire on the earlier to occur of: (i) completion of the water facilities improvements and associated revegetation; or (ii) six (6) months from the date of recording of this Agreement in the office of the Washoe County Recorder.

2. Easement Access. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have at all times ingress and egress to the Access 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. 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.

3. 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, and that use of the easement areas does not interfere with the restrictions placed on the County Property and shall not interfere with the deed restrictions at any future time.

5. 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.

6. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 6.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Access and Water Facilities Easement area and (ii) the right to use the surface area 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.

6.1 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 TMWA's full use and enjoyment and the rights granted herein.

Grantee acknowledges by acceptance of the Access 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. Grantee agrees to allow non-motorized public use of the new access road to connect to the existing Sugarloaf Peak Open

Space trail system. Grantor reserves the right to use and enjoy the County Property and surface area of the easement 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 Access 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, including attorney fees, 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 Access and Water Facilities Easement and Temporary Construction Easement, as defined herein and shown on Exhibits A-1, A-2, A-3, and A-4 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.

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: _____
Vaughn Hartung, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2020, Vaughn Hartung 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: _____
John R. Zimmerman
Water Resources Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2020, John R. Zimmerman, 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.

**EXHIBIT A-1
LEGAL DESCRIPTION FOR
ACCESS AND WATER FACILITIES EASEMENT**

All that certain access and water facilities easement situate within the Northeast One-Quarter (NW 1/4) of Section Twenty-Four (24) Township Twenty-One (21) North, Range Twenty (20) East, and the Northeast One-Quarter (NE 1/4) of Section Nineteen (19) Township Twenty-One (21), Range Twenty-One (21) East, Mount Diablo Base Meridian, County of Washoe, State of Nevada, being a portion of Parcel A as shown on Record of Survey No. 4622 recorded August 25, 2005 as file No. 3267790 in the Official Records of Washoe County, Nevada. Said easement being twenty (20) feet in width, being ten (10) feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Parcel 2, as shown on Parcel Map No. 3102, recorded September 20, 1996 as File No. 2032135 in the Official County Records of Washoe County, Nevada also being the Northeast corner of said Section 24;

THENCE departing said Southwest corner and along the North boundary of said Parcel A and the North line of said Section 24, South 89°22'31" West a distance of 394.55 feet to **THE POINT OF BEGINNING**;

THENCE departing said common North line and along said centerline, South 45°37'29" East a distance of 590.12 feet to the northerly limit of the access, waterline, & slope maintenance easement as shown on said Record of Survey No. 4622 and **THE POINT OF TERMINUS**.

The sidelines of the described easement shall be lengthened or shortened to begin on the North boundary of said Parcel A and end on the said northerly limit of access, waterline and slope maintenance easement.

Containing 11,802 square feet of land, more or less

See Exhibit "A-2", attached hereto and made a part hereof.

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94- HARN), as determined using real time kinematic (RTK) GPS observations with corrections transmitted by the Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS).

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Daniel A. Bigrigg, P.L.S.
Nevada Certificate No. 19716

EXHIBIT A-2

PLAT TO ACCOMPANY

ACCESS AND WATER FACILITIES EASEMENT
BEING A PORTION OF NE 1/4 OF SECTION 24
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M &
A PORTION OF NW 1/4 OF SECTION 19
TOWNSHIP 21 NORTH, RANGE 21 EAST, M.D.M
WASHOE COUNTY NEVADA

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.O.T. - POINT OF TERMINUS



APN 534-600-01
SPANISH SPRINGS ASSOCIATES

APN 076-361-38
PARCEL 2, P.M. 3102
MACHADO
FAMILY TRUST

P.O.B.

S89°22'31"W 394.55' 13 18
24 19

P.O.C. APN 076-361-39
PARCEL 3, P.M. 3102
THOMAS RANKIN

CENTERLINE OF
20' WIDE ACCESS &
WATER FACILITIES EASEMENT
±11,802 S.F.

S45°37'29"E
590.12'

APN 534-591-01
PARCEL 8A, R.O.S. 4218
R T DONOVAN COMPANY INC

P.O.T.

APN 534-521-01
PARCEL A, R.O.S. 4622
WASHOE COUNTY

APN 534-521-02
PARCEL B, R.O.S. 4266
TRUCKEE MEADOWS
WATER AUTHORITY

APN 534-591-02
PARCEL 8A, R.O.S. 4218
R T DONOVAN COMPANY INC

ACCESS, WATERLINE
& SLOPE MAINTENANCE
EASEMENT PER
DOC. NO. 3267788

**EXHIBIT A-3
LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT**

All that certain temporary construction easement situate within the Northeast One-Quarter (NW 1/4) of Section Twenty-Four (24) Township Twenty-One (21) North, Range Twenty (20) East, and the Northeast One-Quarter (NE 1/4) of Section Nineteen (19) Township Twenty-One (21), Range Twenty-One (21) East, Mount Diablo Base Meridian, County of Washoe, State of Nevada, being a portion of Parcel A as shown on Record of Survey No. 4622 recorded August 25, 2005 as file No. 3267790 in the Official Records of Washoe County, Nevada. Said easement being twenty (40) feet in width, being ten (20) feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Parcel 2, as shown on Parcel Map No. 3102, recorded September 20, 1996 as File No. 2032135 in the Official County Records of Washoe County, Nevada also being the Northeast corner of said Section 24;

THENCE departing said Southwest corner and along the North boundary of said Parcel A and the North line of said Section 24, South 89°22'31" West a distance of 394.55 feet to **THE POINT OF BEGINNING**;

THENCE departing said common North line and along said centerline, South 45°37'29" East a distance of 590.12 feet to the northerly limit of the access, waterline, & slope maintenance easement as shown on said Record of Survey No. 4622 and **THE POINT OF TERMINUS**.

The sidelines of the described easement shall be lengthened or shortened to begin on the North boundary of said Parcel A and end on the said northerly limit of access, waterline and slope maintenance easement.

Containing 23,588 square feet of land, more or less

See Exhibit "B-1", attached hereto and made a part hereof.

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN), as determined using real time kinematic (RTK) GPS observations with corrections transmitted by the Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS).

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Daniel A. Bigrigg, P.L.S.
Nevada Certificate No. 19716

EXHIBIT A-4

PLAT TO ACCOMPANY

TEMPORARY CONSTRUCTION EASEMENT
BEING A PORTION OF NE 1/4 OF SECTION 24
TOWNSHIP 21 NORTH, RANGE 20 EAST, M.D.M &
A PORTION OF NW 1/4 OF SECTION 19
TOWNSHIP 21 NORTH, RANGE 21 EAST, M.D.M
WASHOE COUNTY NEVADA

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.O.T. - POINT OF TERMINUS



APN 534-600-01
SPANISH SPRINGS ASSOCIATES

APN 076-361-38
PARCEL 2, P.M. 3102
MACHADO
FAMILY TRUST

P.O.B.

S89°22'31"W 394.55' 13 18
24 19

P.O.C.
APN 076-361-39
PARCEL 3, P.M. 3102
THOMAS RANKIN

CENTERLINE OF
40' WIDE TEMPORARY
CONSTRUCTION EASEMENT
±23,588 S.F.

S45°37'29"E
590.12'

APN 534-591-01
PARCEL 6A, R.O.S. 4218
R T DONOVAN COMPANY INC

P.O.T.

APN 534-521-01
PARCEL A, R.O.S. 4622
WASHOE COUNTY

APN 534-521-02
PARCEL B, R.O.S. 4266
TRUCKEE MEADOWS
WATER AUTHORITY

APN 534-591-02
PARCEL 8A, R.O.S. 4218
R T DONOVAN COMPANY INC

ACCESS, WATERLINE
& SLOPE MAINTENANCE
EASEMENT PER
DOC. NO. 3267788

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this ___ day of _____, 2020, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County") and 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 ("TMWA").

WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number 534-521-01, commonly known as Sugarloaf Peak Open Space (the "County Property"), a portion of which comprises the "Access and Water Facilities Easement" area and a portion of which comprises the "Temporary Construction Easement" area as described in Exhibit "A" (Easement Deed) attached hereto and incorporated herein;

WHEREAS, TMWA is a public entity responsible for distribution of municipal water service in the area and has a parcel surrounded by the County Property, known currently as Assessor's Parcel Number 534-521-02 (the "Grantee Property"), on which a water tank is located, known as Spring Creek 6 Tank;

WHEREAS, TMWA desires to install an additional waterline connection and access road in order to provide system redundancy and potable water supply to the future adjacent Harris Ranch Subdivision;

WHEREAS, TMWA desires from the County an 11,802 sf grant of a permanent access and water facilities easement ("Access and Water Facilities Easement") and a 23,588 sf construction easement ("Temporary Construction Easement") as expanded and corrected hereby collectively referred to as the "Easements", for the construction and installation of a waterline and access road;

WHEREAS, TMWA is willing to allow the public to use the access road to connect to the existing Sugarloaf Peak Open Space trail system;

WHEREAS, County, pursuant to NRS 277.050, may sell any property belonging to it under certain conditions;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, County and TMWA covenant and agree as follows:

1. Sale of Easement. For and in consideration of the Purchase Price (at the appraised value of \$2,033.00), County hereby sells to TMWA and TMWA buys from County, the Easements more particularly described in Exhibit "A" (Easement Deed) attached hereto and incorporated herein (in accordance with the terms, and subject to the

conditions of this Agreement). County and TMWA agree that the Easements shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Access and Water Facilities Easement shall be a permanent, non-exclusive public utility easement for the Access and Water Facilities Easement area, as described in the Easement Deed, used to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an underground waterline and access road and any other facilities or appurtenances deemed necessary for operation of the waterline or access road (hereinafter called "Water Facilities") as described in the Easement Deed. The Temporary Construction Easement shall be a temporary, non-exclusive public utility easement for the Temporary Construction Easement area, as described in the Easement Deed, used to access and construct the Water Facilities improvements. The Temporary Construction Easement will expire upon completion of the Water Facilities improvements and associated revegetation or within six (6) months from the date of the recording of the Easement Deed in the office of the Washoe County Recorder, whichever occurs first.

2.1 No Unreasonable Interference. County shall not erect any buildings or structures on the Easements or otherwise use the Easements in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's use and enjoyment and the rights granted herein.

TMWA acknowledges by acceptance of the Easements that County's present recreational uses of, and practices on, the County Property adjacent to the Access and Water Facilities Easement area and Temporary Construction Easement area are compatible with the purpose of the Easements. TMWA agrees to allow non-motorized public use of the new access road to connect to the existing Sugarloaf Peak Open Space trail system. TMWA acknowledges by acceptance of the Easements that the County's future improvements of the property for recreational uses are compatible with the purpose of the Easements, so long as those improvements are consistent with the Grantee's use of the Access and Water Facilities Easement area and the Temporary Construction Easement area. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easements in accordance with those current and future recreation practices and in perpetuity. County and TMWA recognize that the future recreation uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need for recreation. TMWA acknowledges that the County owns the County Property and that use of the Easements does not interfere with any restrictions placed on the County Property.

3. Easements Locations. County and TMWA agree that the Easements shall be located on the County Property as stated in the Easement Deed, which is attached hereto as Exhibit "A".

4. Easements Price. TMWA shall pay the amount of two thousand and thirty-three dollars (\$2,033.00) ("Purchase Price") directly to County in consideration of

the Access and Water Facilities Easement and Temporary Construction Easement, based on the appraised value of the land for use of the County Property.

5. Construction of Water Facilities. TMWA shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the 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. TMWA agrees that, except in the event of an emergency, work performed on the initial installation of the Water Facilities shall be allowed only between 8:00 a.m. and 7:00 p.m., Monday through Friday, within the County Property. TMWA shall secure all necessary Nevada Department of Environmental Protection (NDEP) permits prior to construction of the Water Facilities.

6. Revegetation. TMWA shall revegetate and hydroseed the temporary construction area and other undeveloped disturbed areas on the County Property utilizing a seed mix approved by the County. TMWA 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 implementation of the hydroseeding application to ensure that revegetation efforts result in at least 30% coverage of the hydroseeded area after one (1) year (with shrub species present), and at least 50% coverage after three (3) years (with a third of the revegetated area populated by shrubs). If the criteria are not met, additional hydroseeding applications and/or plantings shall be required.

7. County's Representations and Warranties. As a material inducement to the TMWA the County represents and warrants that:

7.1 Property, Title and Related Matters. County is and shall be at the closing, the owner of all right, title and interest in the County Property and the Easements, and shall have and convey to TMWA at closing good and marketable title to the Easements free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easements, and no person or entity has any right or option to purchase the County Property or any portion thereof.

7.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easements, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

7.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

7.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

8. TMWA's Representations and Warranties. TMWA represents and warrants to County as follows:

8.1 Status, Power and Authority. TMWA is a joint powers authority entity duly organized, validly existing under the Laws of the State of Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

8.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of TMWA have been duly and validly authorized.

8.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TMWA, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

9. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to TMWA the Easement Deed, duly executed and notarized and such other documents required by TMWA to record the Easement Deed in Official Records, Washoe County Recorder, Washoe County, Nevada. Each party shall bear its own costs (including attorneys' fees) associated with the closing, unless otherwise specified in this Agreement.

10. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

10.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless TMWA and its board members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which TMWA may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

10.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, TMWA agrees to indemnify, hold harmless, and defend the County and its board members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which County may

incur by reason of or in connection with any untrue statement in this Agreement made by TMWA or the breach of any representation or warranty of TMWA contained in this Agreement.

11. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

12. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U.S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County
Director, Community Services Department
P.O. Box 11130
Reno, NV 89520

TMWA: Truckee Meadows Water Authority
Attn: Water Resources Manager
P.O. Box 30013
Reno, Nevada 89520-3013

With copy to: Michael A.T. Pagni
100 W. Liberty Street, Tenth Floor
P.O. Box 2670
Reno, Nevada 89505

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of TMWA and County and their respective successors and assigns.

