

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

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

THIS GRANT OF ACCESS AND WATER FACILITIES EASEMENT AND TEMPORARY CONSTRUCTION AND TEMPORARY WATERLINE EASEMENT ("Amended Deed") is entered into this \_\_\_ day of \_\_\_\_\_, 2021, 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").

**WITNESSETH:**

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 Exhibit "A" ("Access and Water Facilities Easement") and property identified and described in Exhibit "B" ("Temporary Construction and Temporary Waterline Easement"), attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into an Amended 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 and temporary waterline easement to Grantee across a portion of the County Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of three thousand, five hundred and eighteen dollars (\$3,518.00), of which two thousand and thirty-three dollars (\$2,033.00) have already been paid, 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. 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 and temporary waterline easement in, on, over, under, and across the Temporary Construction and Temporary Waterline Easement area to construct and install the Water Facilities, and to access, construct, alter, maintain, inspect, repair, reconstruct, and operate a temporary underground waterline. Said Temporary Construction and Temporary Waterline Easement shall expire within twenty-four (24) 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 and Temporary Waterline Easement, ingress and egress to the Temporary Construction and Temporary Waterline 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 Amended Deed and other instruments required under this Amended 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 and Temporary Waterline Easement, as defined herein and shown on Exhibits A and B 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: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Washoe County Commission

STATE OF NEVADA        )  
  ) ss.  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_ as Chair 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 \_\_\_\_\_, 2021, 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  
LEGAL DESCRIPTION FOR  
ACCESS AND WATER FACILITIES EASEMENT**

All that certain Access and Water Facilities Easement situate within the NE ¼ of Section 24 Township 21 North, Range 20 East, and the NW ¼ of Section 19, Township 21 North, Range 21 East, MDM, Washoe County, Nevada, and 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 thirty-five-feet (35') in width, seventeen and one-half-feet (17.5') on each side of the following described centerline:

**BEGINNING** at a point on the north line of said Parcel A from which the northeast corner of said Section 24 bears N 89°22'31" E, 383.95 feet;

**THENCE** departing said north line and along said centerline, S 45°37'29" E a distance of 583.57 feet to the northerly limit of the access, waterline, & slope maintenance easement recorded in Washoe County Official Records on August 25, 2005 under filing No. 3267788, **THE POINT OF TERMINUS**.

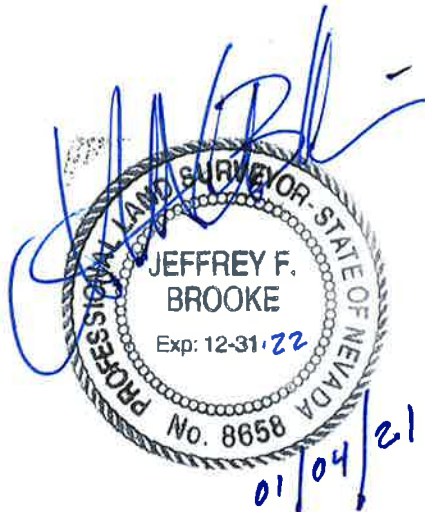
The sidelines of the described easement shall be lengthened or shortened so as to begin on the North boundary of said Parcel A and to end on the northerly limit of said access, waterline and slope maintenance easement.

Containing 20,425 square feet of land, more or less

*See Exhibit "A-1", attached hereto and by reference herein, 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).

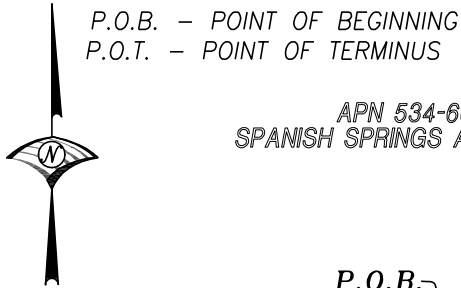
Prepared by:  
Jeffrey F. Brooke, PLS, CFedS  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



# EXHIBIT A-1

DISPLAY TO  
ACCOMPANY LEGAL  
DESCRIPTION

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



APN 534-600-01  
SPANISH SPRINGS ASSOCIATES

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

P.O.B.

383.95'

S89°22'31"W

13 18  
24 19

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

CENTERLINE OF  
35' WIDE ACCESS &  
WATER FACILITIES EASEMENT  
±20,425 S.F.

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

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

P.O.T.

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 B  
LEGAL DESCRIPTION FOR  
TEMPORARY CONSTRUCTION AND TEMPORARY WATERLINE EASEMENT**

All that certain temporary construction and temporary waterline easement situate within the NE ¼ of Section 24, Township 21 North, Range 20 East, and the NW ¼ of Section 19, Township 21 North, Range 21 East, MDM, Washoe County, Nevada, being a portion of Parcel A of Record of Survey 4622 as recorded in Washoe County Official Records on August 25, 2005 under filing No. 3267790. Said easement being 40 feet in width, 20 feet on each side of the following described centerline:

**BEGINNING** at a point on the north line of said Parcel A from which Northeast corner of said Section 24 bears N89°22'31"E, 394.55 feet; **THENCE** departing said north line and along said centerline of the herein described easement, S45°37'29"E, 589.69 feet to the northerly limit of the access, waterline, & slope maintenance easement per document No. 3267788 and **THE POINT OF TERMINUS** of the herein described Temporary Construction and Waterline Easement.

The sidelines of the herein 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 the hereinabove mentioned 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:  
Jeffrey F. Brooke, PLS, CFedS  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502



# EXHIBIT B-1

DISPLAY TO ACCOMPANY  
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION AND  
TEMPORARY WATERLINE EASEMENT  
SITUATE WITHIN THE NE 1/4 OF SEC. 24, T21N, R20E, MDM  
& THE NW 1/4 OF SEC. 19, T21N, R21E, MDM  
WASHOE COUNTY NEVADA

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

APN 534-600-21  
SPANISH SPRINGS ASSOCIATES

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

APN 534-600-14  
SPANISH SPRINGS  
ASSOCIATES

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



P.O.B.

13 18  
24 19

N89°22'31"E 394.55'

S45°37'29"E  
589.69'

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

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. 4622  
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

R 20 E  
R 21 E