



WASHOE COUNTY

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STAFF REPORT

COMMISSION MEETING DATE: December 7, 2021

DATE: November 15, 2021

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 a Consent to Use Agreement between Washoe County and Syncon Homes, a Nevada corporation, which states that Syncon Homes, as manager and trustee of Shadow Ridge 192, LLC, a Nevada limited liability company, agrees that the following easements would not be in conflict with the deed restriction placed on Assessor's Parcel Number (APN) 534-450-05 when the parcel was granted to Washoe County by Shadow Ridge 192, LLC in 2007; and, if supported, recommend to the Board of County Commissioners approval of the following easement deeds between Washoe County and the Truckee Meadows Water Authority: an exploratory well easement totaling ± 4 square feet, a conditional water facilities easement totaling $\pm 10,000$ square feet for a production well and wellhouse, and a temporary construction easement totaling $\pm 22,415$ square feet on APN 534-450-05, part of Sugarloaf Peak Open Space [at the appraised value of \$3,450.00]. (Commission District 4.) (For Possible Action.)

SUMMARY

The Truckee Meadows Water Authority (TMWA) requires a new production well for the community's water supply in the vicinity of Sugarloaf Peak Open Space. TMWA is requesting an exploratory well easement on the open space property (APN 534-450-05) for the installation of a small-diameter exploration well to determine whether the site would be suitable for a large-diameter production well. They are also requesting a water facilities easement for the construction, installation, and maintenance of a new production well and wellhouse, which would be conditioned upon favorable testing results from the exploration well. If the exploration well testing results indicate that the site is unfavorable for a production well, the water facilities easement would not be granted.

There is an existing deed restriction on the subject parcel that conditions the property to be used, in perpetuity, as a public trail and open space area. The current manager and trustee of the company that granted the property to Washoe County has signed a Consent to Use Agreement confirming that the proposed easements would not conflict with the deed restriction. This action item also requires the Washoe County Board of County Commissioners to acknowledge and agree to the Consent to Use Agreement.

AGENDA ITEM # X

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

PREVIOUS ACTION

April 27, 2021 –The Board held a public hearing pursuant to NRS 277.050 to consider objections to Resolution of Intent R21-006 and approved an amended easement agreement and amended easement deed between Washoe County and the Truckee Meadows Water Authority to change an existing access and water facilities easement from ±11,802 square feet to ±20,425 square feet and to amend the terms of a temporary easement totaling ±23,588 square feet to allow for the construction, installation and maintenance of a temporary below-ground waterline on APN 534-521-01, part of Sugarloaf Peak Open Space.

April 14, 2021 – The Board adopted a Resolution of Intent (R21-006) to execute an amended easement agreement and amended easement deed between Washoe County and the Truckee Meadows Water Authority to change an existing access and water facilities easement from ±11,802 square feet to ±20,425 square feet and to amend the terms of a temporary easement totaling ±23,588 square feet to allow for the construction, installation and maintenance of a temporary below-ground waterline on APN 534-521-01, part of Sugarloaf Peak Open Space; and set a public hearing on this matter for April 27, 2021.

April 6, 2021 – The Washoe County Regional Parks and Open Space Commission recommended that the Board of County Commissioners approve an amended easement agreement and amended easement deed to change an existing access and water facilities easement from ±11,802 square feet to ±20,425 square feet and to amend the terms of a temporary easement on APN 534-521-01, part of Sugarloaf Peak Open Space.

January 28, 2020 – The Board held a public hearing and approved 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 easement totaling ±23,588 square feet on APN 534-521-01, part of Sugarloaf Peak Open Space.

January 14, 2020 – The Board adopted a Resolution of Intent (R20-001) to execute 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 easement totaling ±23,588 square feet on APN 534-521-01, part of Sugarloaf Peak Open Space.

January 7, 2020 – The Open Space and Regional Park Commission recommended that the Board approve 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 easement totaling ±23,588 square feet on APN 534-521-01, part of Sugarloaf Peak Open Space.

June 12, 2007 – The Board 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 534-450-05, part of Sugarloaf Peak Open Space, located east of Pyramid Highway and north of Calle de la Plata in Spanish Springs. There is an existing trail on the property that extends south from Horizon View Avenue and then east, culminating at the top of Sugarloaf Peak. The

Truckee Meadows Water Authority (TMWA) has several existing easements on the various parcels that are part of Sugarloaf Peak Open Space. First, they hold an existing blanket water facilities and access easement across Sugarloaf Peak Open Space for the purposes of accessing and maintaining an underground waterline on County property as well as a water tank and underground well on two nearby properties owned by TMWA. Second, in 2021, TMWA was granted an additional access and water facilities easement on a parcel (APN 534-450-01) that is part of Sugarloaf Peak Open Space for the construction, installation, and maintenance of an additional underground waterline and access road to provide system redundancy and potable water supply to the approved Harris Ranch Subdivision, located north of the open space area.

TMWA is now requesting exploratory well, conditional water facilities and temporary construction easements for the purposes of completing groundwater testing activities and ultimately, for construction of a new production well and wellhouse. According to TMWA, a new production well is needed in this area for the community's water supply as their existing well on the neighboring property is old, undersized and in need of replacement. The location of the existing well is also unsuitable for a future production well and wellhouse as this infrastructure would negatively impact the Sugarloaf Trail and would be directly adjacent to neighboring homes. The current proposed location is farther away from houses and would not impact trail use.

Prior to submitting the current easement request, TMWA analyzed other sites based on water quality and quantity from existing wells in the area. TMWA investigated a site on the west side of Pyramid Highway to the south of an existing mine and found that although the area produced high production rates, the water quality was not suitable. TMWA also analyzed an area at the Spanish Springs Airport on a parcel administered by the Bureau of Land Management and concluded that a well in that location may be impacted by nitrate over time. Other areas to the east of the proposed location are not acceptable geologically and may impact domestic wells. Areas to the south of the proposed location are close to domestic wells and potentially high in nitrate. The proposed location was found to be the most suitable because TMWA already has a well nearby with good water quality, the location is a suitable distance from domestic wells, the area is close to existing water infrastructure, and there is sufficient access to the parcel.

TMWA is currently requesting two permanent easements, one for an exploratory well and one for a production well and wellhouse. Before a large-diameter production capacity well can be utilized, TMWA needs to install the exploratory well to determine site geology as well as the quality and quantity of water that can be expected from the production well. The exploratory well would be small in diameter (6 inches) and would be installed approximately 600 to 800 feet deep. It would be utilized to determine the best zones for high water flow and high-quality water. The exploratory well would have a small overall footprint, with an 18" diameter concrete pad and a capped and locked 6" well casing standing 2-3 feet above land surface. Additionally, the exploratory well would be utilized for ongoing groundwater quality monitoring. Once the water from the exploratory well has been tested, a determination would be made about whether the site is suitable for the larger production well. The permanent water facilities easement is conditioned upon favorable exploratory well testing results. If testing indicates that the site would not be suitable for a production well, TMWA would notify Washoe County and no water facilities easement would be granted.



Wellhouse Photo Rendering – From Paradise View Drive Facing West

Consent to Use Agreement

In 2007, two of the parcels (APNs 534-450-05 and 534-461-07) that are part of Sugarloaf Peak Open Space were granted to Washoe County. The deed (Attachment A) contains a condition that the properties shall be “designated by the Grantee, in perpetuity, as a public trail and open space area for the benefit of the general public...” When TMWA first approached Washoe County about the current easement proposal, staff were concerned that construction of water facilities on the subject property would be a violation of this deed restriction. As such, TMWA approached Syncon Homes, the current manager and trustee of Shadow Ridge 192, LLC, the company that granted these parcels to Washoe County, to confirm that the proposed easements would not conflict with the deed restriction. Syncon Homes agreed that the proposal would not be a violation of the deed. For clarity and documentation, they signed a Consent to Use Agreement confirming that there is no conflict between the easement use and the deed. If these easements are approved, Washoe County would also need to acknowledge and agree to the Consent to Use Agreement.

Impacts

It is expected that the exploratory well would take approximately three to four weeks to drill, develop, and test. Production wells are also expected to take approximately three to four weeks to drill, develop, and test. Both estimates are dependent upon drilling conditions encountered; and, if hard rock is encountered, drilling times would be longer. Once the production well has been drilled and tested, TMWA’s engineering team will design a wellhouse and piping to bring the new high quality water supply on-line for the

community sometime in the spring or early summer of 2022. Construction of the exploratory well, production well and wellhouse would not impact use of the Sugarloaf Trail.

In terms of revegetation, TMWA shall be required to revegetate the disturbed areas outside of the permanent infrastructure footprint according to an approved Revegetation Plan. In accordance with the Revegetation Plan, they shall be required to 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.

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 on the subject site. The project will also provide a benefit to the general public by providing additional capacity to the community's water supply.

FISCAL IMPACT

Should the easements be approved, proceeds of \$3,450.00 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 that the Board of County Commissioners approve a Consent to Use Agreement between Washoe County and Syncon Homes, a Nevada corporation, which states that Syncon Homes, as manager and trustee of Shadow Ridge 192, LLC, a Nevada limited liability company, agrees that the following easements would not be in conflict with the deed restriction placed on Assessor's Parcel Number (APN) 534-450-05 when the parcel was granted to Washoe County by Shadow Ridge 192, LLC in 2007; and, if supported, approval of the following easement deeds between Washoe County and the Truckee Meadows Water Authority: an exploratory well easement totaling ± 4 square feet, a conditional water facilities easement totaling $\pm 10,000$ square feet for a production well and wellhouse, and a temporary construction easement totaling $\pm 22,415$ square feet on APN 534-450-05, part of Sugarloaf Peak Open Space [at the appraised value of \$3,450.00].

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 a Consent to Use Agreement between Washoe County and Syncon Homes, a Nevada corporation, which states that Syncon Homes, as manager and trustee of Shadow Ridge 192, LLC, a Nevada limited liability company, agrees that the following easements would not be in

conflict with the deed restriction placed on Assessor's Parcel Number (APN) 534-450-05 when the parcel was granted to Washoe County by Shadow Ridge 192, LLC in 2007; and, if supported, approval of the following easement deeds between Washoe County and the Truckee Meadows Water Authority: an exploratory well easement totaling ± 4 square feet, a conditional water facilities easement totaling $\pm 10,000$ square feet for a production well and wellhouse, and a temporary construction easement totaling $\pm 22,415$ square feet on APN 534-450-05, part of Sugarloaf Peak Open Space [at the appraised value of \$3,450.00].”

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
Temporary Construction Easement**

All that certain real parcel of land lying within northeast One-Quarter of Section 23, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada, more particularly described as follows;

BEGINNING at a point bearing South 71°59'27" East, 4,486.14 feet from the northeast corner of said Section 23, said POINT OF BEGINNING being further described as a point lying on the westerly line of Parcel F, as shown on Donovan Ranch-Phase 1 subdivision map recorded October 15, 2004, as Tract Map No. 4401, Official Records, Washoe County, Nevada;

THENCE said from said POINT OF BEGINNING, North 90°00'00" East, 126.06 feet;

THENCE South 15°09'37" East, 106.14 feet;

THENCE North 89°59'31" East, 160.98 feet to a point lying on the right-of-way line of Paradise View Dr;

THENCE following said right-of-way, along the arc of a non-tangent curve to the left, radial to a bearing of North 31°53'52" East, concave northerly, having a radius of 50.00 feet, through a central angle of 31°54'21", a distance of 27.84 feet;

THENCE departing said right-of-way, South 00°00'00" East, 12.45 feet;

THENCE South 89°59'31" West, 363.88 feet to a point lying on said westerly line;

THENCE North 10°29'02" East, along said westerly line, 124.55 feet, to said POINT OF BEGINNING, containing 22,415 square feet, more or less.

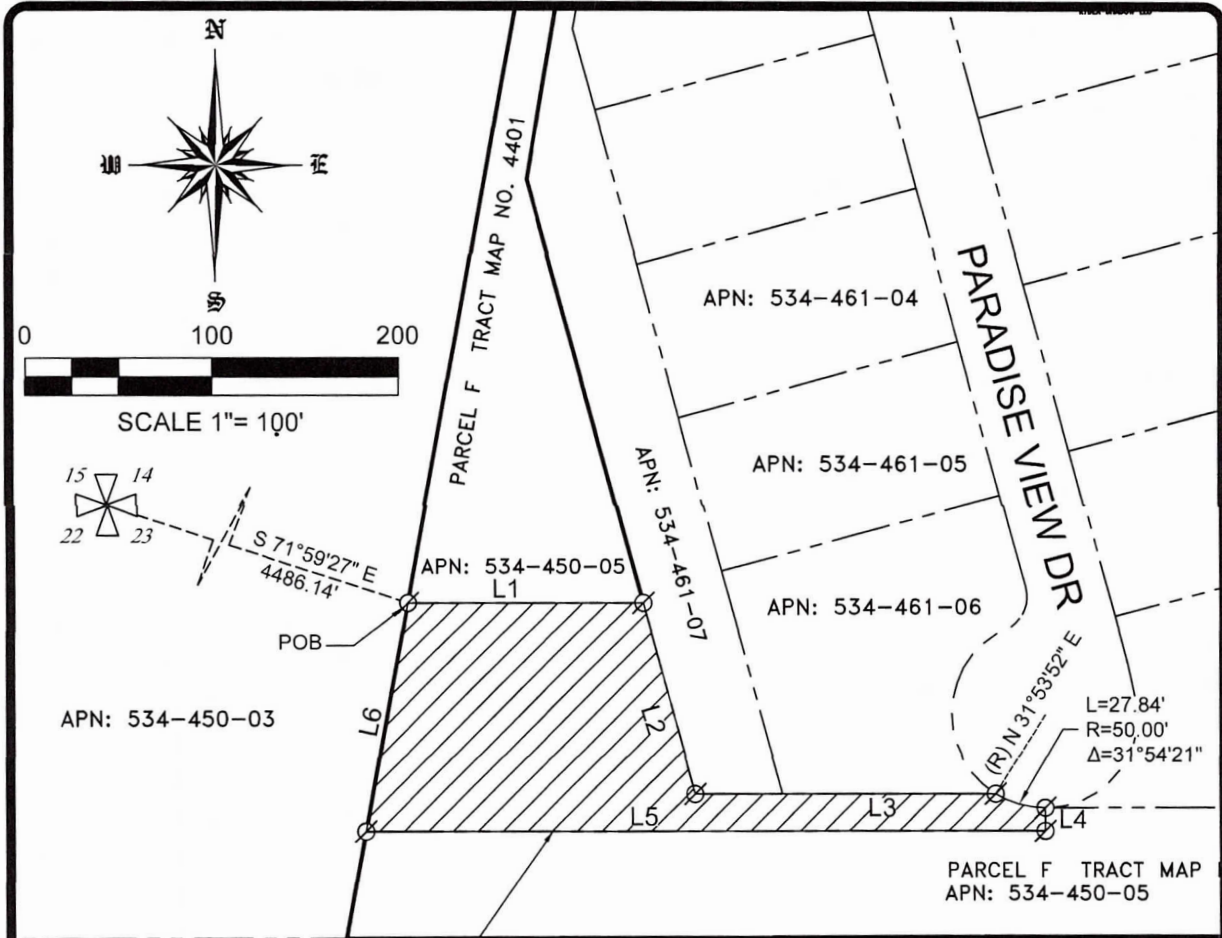
The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, NAD 83/94 HARN, based upon the Washoe County GIS parcel database.

Michael J. Miller

Michael J. Miller, P.L.S.
7395 Gravel Ct.
Reno, NV
89502



16-28-21



HATCHED AREA=TEMPORARY
CONSTRUCTION EASEMENT
GRANTED PER THIS DOCUMENT
22,415 SQ. FT. ±

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	126.06'
L2	S 15°09'37" E	106.14'
L3	N 89°59'31" E	160.98'
L4	S 00°00'00" E	12.45'
L5	S 89°59'31" W	363.88'
L6	N 10°29'02" E	124.55'

LEGEND

POB POINT OF BEGINNING
APN ASSESSOR PARCEL NO.

EXHIBIT "A-1"

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
LYING WITHIN THE NE 1/4 SECTION 23, T. 21N., R. 21 E., M.D.M.
WASHOE COUNTY NEVADA



SHEET 1 OF 1

EXHIBIT "B"

**LEGAL DESCRIPTION
FOR
Exploratory Well Easement**

All that certain real parcel of land lying within northeast One-Quarter of Section 23, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada, more particularly described as follows;

BEGINNING at a point bearing South 71°46' 39" East 4371.87 feet from the northeast corner of said Section 23;

THENCE said from said POINT OF BEGINNING, North 90°00'00" East, 2.00 feet;

THENCE South 0°00'00" West, 2.00 feet;

THENCE South 90°00'00" West, 2.00 feet;

THENCE North 0°00'00" East, 2.00 feet to said POINT OF BEGINNING, containing 4 square feet, more or less..

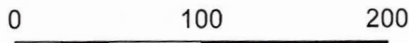
The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, NAD 83/94 HARN, based upon Washoe County GIS parcel database.

Michael J. Miller

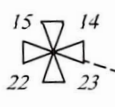
Michael J. Miller, P.L.S.
7395 Gravel Ct.
Reno, NV
89502



10-28-21



SCALE 1"=.100'



S 71°46'39" E
4371.87'

APN: 534-450-03

APN: 534-450-05

APN: 534-461-04

APN: 534-461-05

APN: 534-461-06

PARADISE VIEW DR

APN: 534-461-07

L=27.84'
R=50.00'
Δ=31°54'21"

EXPLORATORY WELL EASEMENT
GRANTED PER THIS DOCUMENT
4 SQ. FT. ±

SEE DETAIL

APN: 534-450-05

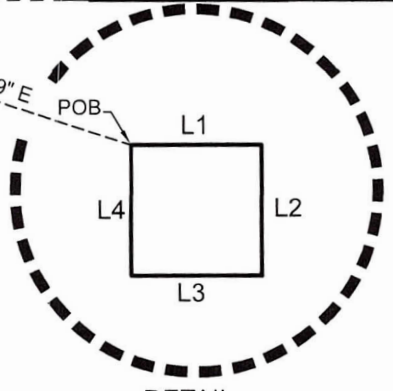
LEGEND

- POB POINT OF BEGINNING
- APN ASSESSOR PARCEL NO

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	2.00'
L2	S 00°00'00" W	2.00'
L3	S 90°00'00" W	2.00'
L4	N 00°00'00" E	2.00'

S 71°46'39" E
4371.87'



DETAIL

APN: 534-571-06

APN: 34-571-09

EXHIBIT "B-1"

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
FOR
EXPLORATORY WELL EASEMENT
LYING WITHIN THE NE 1/4 SECTION 23, T. 21N., R. 21 E., M.D.M.
WASHOE COUNTY NEVADA



SHEET 1 OF 1

EXHIBIT "C"

**LEGAL DESCRIPTION
FOR
Water Facilities Easement**

All that certain real parcel of land lying within northeast One-Quarter of Section 23, Township 21 North, Range 20 East, M.D.M., Washoe County, Nevada, more particularly described as follows;

BEGINNING at a point bearing South 71°52'56" East 4492.28 feet from the northeast corner of said Section 23;

THENCE said from said POINT OF BEGINNING, South 90°00'00" East, 100.00 feet;

THENCE South 0°00'00" East, 100.00 feet;

THENCE South 90°00'00" West, 100.00 feet;

THENCE North 0°00'00" West, 100.00 feet to said POINT OF BEGINNING, containing 10,000 square feet, more or less..

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, NAD 83/94 HARN, based upon Washoe County GIS parcel database.

Michael J. Miller

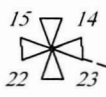
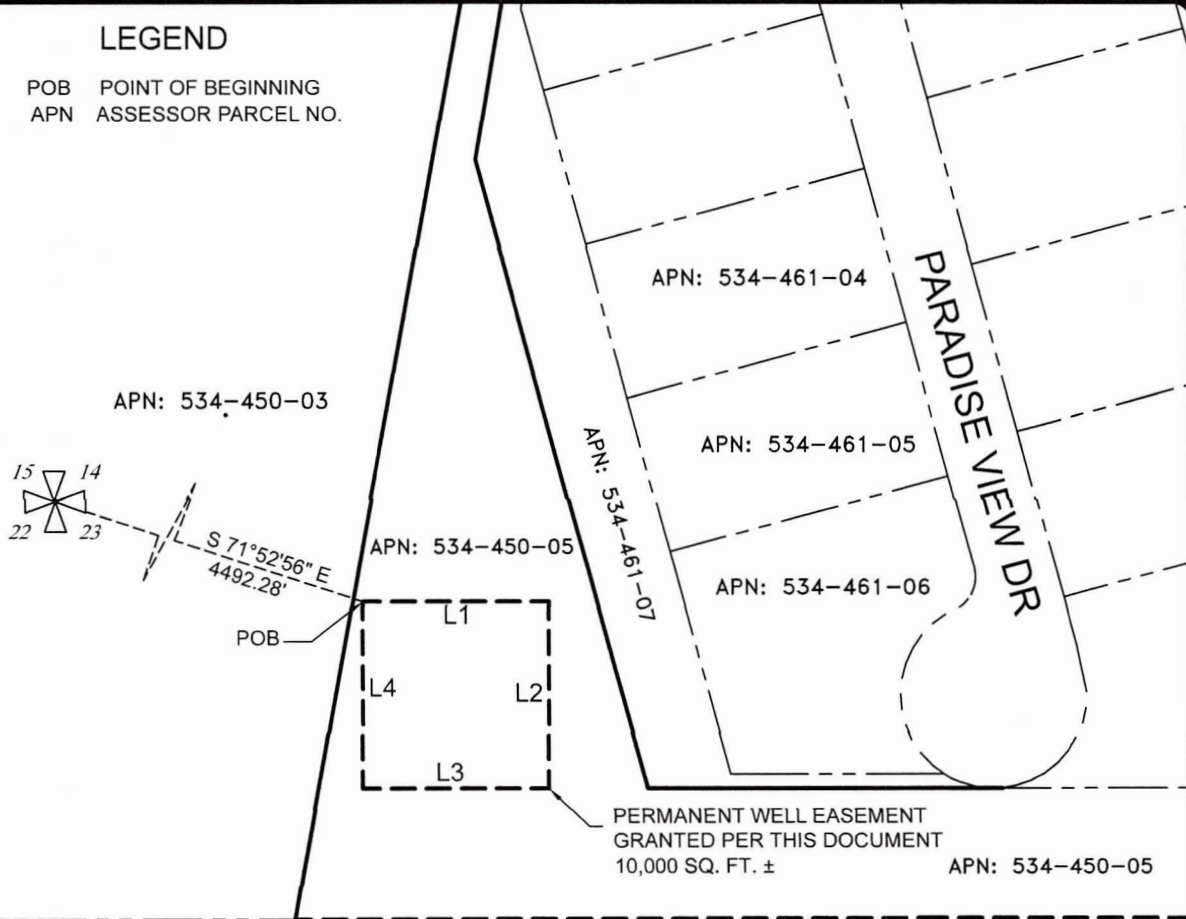
Michael J. Miller, P.L.S.
7395 Gravel Ct.
Reno, NV
89502



10-28-21

LEGEND

POB POINT OF BEGINNING
 APN ASSESSOR PARCEL NO.



APN: 534-450-03

APN: 534-450-05

APN: 534-461-04

APN: 534-461-05

APN: 534-461-06

PARADISE VIEW DR

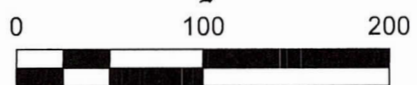
APN: 534-461-07

POB

L1
L2
L3
L4

PERMANENT WELL EASEMENT
 GRANTED PER THIS DOCUMENT
 10,000 SQ. FT. ±

APN: 534-450-05



SCALE 1"= 100'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 90°00'00" E	100.00'
L2	S 00°00'00" E	100.00'
L3	S 90°00'00" W	100.00'
L4	N 00°00'00" W	100.00'

APN: 534-571-06

APN: 34-571-09

EXHIBIT "C-1"

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
 FOR
WATER FACILITIES EASEMENT
 LYING WITHIN THE NE 1/4 SECTION 23, T. 21N., R. 21 E., M.D.M.
 WASHOE COUNTY NEVADA



SHEET 1 OF 1

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

APN: 534-450-05

Recording requested by,
and when recorded return to:

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, Land Agent II

The undersigned hereby affirm that this document submitted for recording does not contain the personal information of any person or persons pursuant to NRS. 239B.030.

CONSENT TO USE

THIS CONSENT TO USE (“Consent”) dated for identification purposes as of the date last executed by the parties below (the “Effective Date”), is entered by and between 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 (“Grantor”) for the benefit of the TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority (“TMWA”), and is acknowledged and agreed by WASHOE COUNTY, a political subdivision of the State of Nevada (“County”).

WITNESSETH:

WHEREAS, pursuant to that certain Quitclaim Deed of Dedication (Public Trail System) entered by Grantor and County and recorded on September 4, 2007 as Document No. 3572081 in the Official Records of Washoe County, State of Nevada (“Dedication Deed”), Grantor conveyed certain real property described therein (the “Property”) to Washoe County upon the express condition that the Property be designated as a public trail and open space area for the benefit of the general public, and County authorized vehicular access for maintenance and other official County business.

WHEREAS, TMWA owns a municipal water system in Washoe County.

WHEREAS, TMWA desires County grant TMWA an easement across a portion of the Property to construct, operate and maintain a well, wellhouse, and related water system facilities on and across a portion of the Property, and TMWA desires Grantor and County to consent to such use as a permissible use under the Dedication Deed.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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 hereby

agrees and consents to the use of the Property for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating a well, wellhouse and related water system facilities, together with the appropriate mains, markers, conduits, pipes, valve boxes, meters, pump stations, generators, pressure regulators, fixtures, and any other facilities or appurtenances deemed necessary or convenient for the operation of a public water system, and by their execution below Grantor and County acknowledge and agree such uses shall be permitted and shall not be deemed to violate or conflict with the terms and conditions of the Dedication Deed.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above below.

<p>“GRANTOR”</p> <p>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</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>Acknowledged and Agreed:</p> <p>WASHOE COUNTY, a political subdivision of the State of Nevada</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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[Notary Page Follows]

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the ____, day of _____, 2022, before me, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity.

WITNESS my hand and official seal.

NOTARY PUBLIC

APN: 534-450-05
534-461-07

WHEN RECORDED, MAIL TO,
AND MAIL TAX STATEMENTS TO:
Washoe County, Department of Parks and Recreation
P.O. Box 11130
Reno, Nevada 89520



**QUITCLAIM DEED OF DEDICATION
(Public Trail System)**

THIS QUITCLAIM DEED OF DEDICATION is made by and between **Shadow Ridge 192, LLC, a Nevada limited liability company** ("Grantor") and **Washoe County, a political subdivision of the State of Nevada** ("Grantee"). Grantor hereby dedicates, releases, remises, and quitclaims to Grantee all of Grantor's right, title and interest in the real property situate in the County of Washoe, State of Nevada, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference ("Property");

TOGETHER WITH the tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof, specifically excluding therefrom any and all water rights, of any legal kind or nature appurtenant to the Property, which are expressly reserved for the benefit of Grantor.

PROVIDED, HOWEVER, that this conveyance is given expressly upon the condition that the Property shall be designated by the Grantee, in perpetuity, as a public trail and open space area for the benefit of the general public, whose use is intended to accommodate pedestrian access and non-motorized vehicle access, including bicycles, with the exception of County authorized vehicular access for maintenance and other official County business. Trails on the subject property shall be signed or otherwise designated as such by the Grantee (for pedestrian, non-motorized vehicular, and non-equestrian use).

DATED: this 12th day of June, 2008.

WASHOE COUNTY:

Accepted for the County of Washoe, by
and through the Chairman of the Board of
County Commissioners

By: Bonnie Weber
Name: BONNIE WEBER, Vice Chairman

SHADOW RIDGE 192:

Shadow Ridge 192, LLC, a Nevada limited liability company

By: SYNCON HOMES, a Nevada corporation

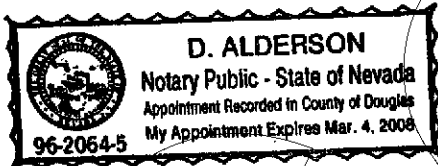
Its: Manager

By: Andrew W. Mitchell
ANDREW W. MITCHELL

Its: Pres

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on NOVEMBER 20, 2006, by Andrew W. Mitchell, as President of Syncon Homes, a Nevada corporation, as Manager of Shadow Ridge 192, LLC, a Nevada limited liability company.



D. Alderson
Notary Public
My Commission Expires: MARCH 4, 2008

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on June 12, 2008, by BONNIE WEBER, as Chairman of the Board of County Commissioners, on behalf of Washoe County, a political subdivision of the State of Nevada.



Rita Lencioni
Notary Public
My Commission Expires: 09/28/2010

Exhibit "A"
Legal Description
of
Property

(See attached.)

COPY

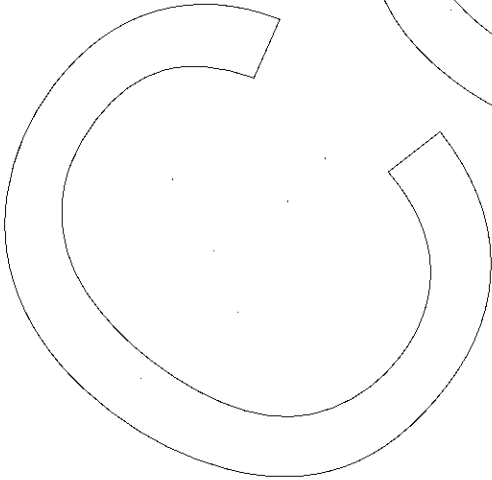
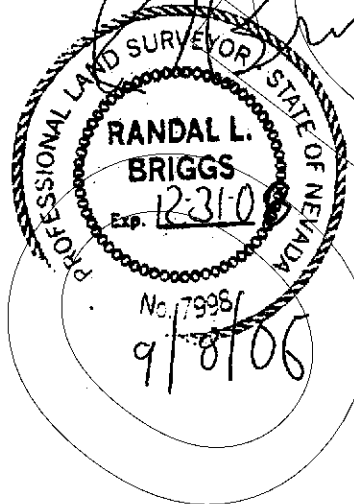
**LEGAL DESCRIPTION
EXHIBIT 'A'**

All that certain real property located within Sections 23 and 24, Township 21 North, Range 20 East, M.D.M., further described as 'Common Area' and 'Parcel F' as shown on The Official Plat of Donovan Ranch - Phase 1, recorded as Tract Map #4401 filed on the 15th of October 2004, File No. 3113170, Official Records of Washoe County.

APN's: 534-461-07 & 534-450-05

This Legal Description Written by:

Randal L. Briggs, PLS
TEC Civil Engineering Consultants
500 Damonte Ranch Parkway Suite #1056
Reno, Nevada 89521





WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.


Signature

9-4-07
Date

Jeffery H. Cruess
Printed Name