

**A.P.N: 204-600-04**

After Recordation Return To:

Truckee Meadows Water Authority

P.O. Box 30013

Reno, Nevada 89520-3013

Attn: Heather Edmunson, SR/WA, Lands Administrator

---

**GRANT OF EASEMENT FOR  
WATER FACILITIES AND ACCESS ROAD**

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **CITY OF RENO**, a Nevada municipal corporation, ("Grantor") for other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity, created pursuant to a cooperative agreement among the Cities of Reno, Nevada, Sparks, Nevada and, Washoe County, Nevada, pursuant to NRS Chapter 277 ("Grantee").

**RECITALS:**

A. Grantor owns certain real property located in the County of Washoe, State of Nevada, described as Assessor's Parcel No. 204-600-04 more particularly described as a portion of Parcel B of Official Plat Map of Granite Ridge Phase 1, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on August 23<sup>rd</sup>, 2002, as File No. 2726443 (the "Grantor Property");

B. Grantee operates a municipal water system in Washoe County;

C. Grantor desires to grant a non-exclusive easement to Grantee over, across and under a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein, in connection with the construction and operation of certain water system facilities by Grantee.

NOW THEREFORE, for and in consideration of other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees: i) a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate an underground water pipeline, together with the appropriate conduits, markers, valve boxes, vents, meters, fixtures, and any other facilities or appurtenances (hereinafter called "Water Facilities and Access Road"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1 & A-2"** attached hereto and made a part hereof to access the Water Facilities and Access Road (the "Easement Area").

2. Access. Grantee, and its respective successors, assigns, agents and licensees, shall have at all times ingress and egress to the Easement Area for the purposes set forth above.

3. Access Road Improvements and Maintenance. Grantee shall maintain the access road, as it deems appropriate in a clean and safe condition for Grantee's purposes at its reasonable sole discretion, but makes no representations or warranties regarding the condition of the road or its safety for access by

others or for other uses. Grantee shall install a suitable all-weather surface similar to at least four-inch compacted type two gravel base. Grantee will use caution during maintenance of the Water Facilities and Access Road and maintain the Easement Area for Grantee's purposes in state of good repair and efficiency. Grantee shall not be required or have a responsibility to clear, police, restrict, disable or enable access to the Easement Area for other users, including pedestrian and vehicular users. If the Grantor, or its successors, heirs or assigns, upgrade or make changes to the shared portion of the roadway, treating the surface, reshaping the surface, constructing drainage or retaining wall structures, causing any utility relocations, or other improvements or changes, it shall be done at no expense to Grantee and Grantee shall not be required to maintain or repair the road to its upgraded condition. Neither Grantor or Grantee shall have the responsibility or obligation for snow removal. Grantor shall indemnify, hold harmless, and defend Grantee against any claims, lawsuits, or other causes of action asserted against Grantee by anyone using the road to access Grantor's Property.

4. Hold Harmless. Subject to and without waiving the liability limitations in NRS Chapter 41, Grantee will at all times indemnify, save and hold harmless Grantor with respect to any and all losses, damages, costs, fees (including attorney's fees), claims, fines, penalties, actions, proceedings or liabilities whatsoever by reason of any injury or death to any person or any damage to the Grantor Property, the Easement Area, or any property located thereon, to the extent caused by any act or omission of Grantee, its agents, employees, representatives, contractors, or subcontractors in using, constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Area.

5. No Interference. Grantor shall not plant, erect or construct, nor permit to be planted, erected or constructed within the Easement Area, any shrubs, trees, buildings, fences or structures, nor shall Grantor permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area.

6. Removal of Obstructions. Grantee shall have the right, to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may impair, interfere with or endanger Grantee's use of the Easement Area or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Area.

7. Reimbursement for Grantor Breach. Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein.

8. Relocation of the Water Facilities and Access Road. Grantor may, at any time, request the relocation of the Water Facilities and Access Road Easement Area, including the access road and improvements to a new location on the Grantor Property. Grantee has sole discretion to reject or approve such request. Any relocation must be suitable to Grantee for Grantee's intended purposes and Grantor must convey to Grantee an equivalent easement in the new location and pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocations of the Water Facilities and Access Road, whether on or off the Grantor Property, including but not limited to design costs and retirement of existing facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall benefit Grantee in gross, and shall run with the land and 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 each said Grantee, its successors, agents and assigns forever.

GRANTOR:

CITY OF RENO,  
A Nevada municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:

TRUCKEE MEADOWS WATER  
AUTHORITY, A Joint Powers Authority

By: \_\_\_\_\_

John Enloe,  
Director of Natural Resources

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Reno, on behalf of said Nevada municipal corporation, as therein named.

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss.  
)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by John R. Zimmerman, General Manager of the Truckee Meadows Water Authority, as therein named.

Notary Public

**EXHIBIT "A"**  
**LAND DESCRIPTION**  
**FOR A**  
**TMWA FACILITIES EASEMENT**  
**(CITY OF RENO)**

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section 31, Township Twenty (20), Range Eighteen (18) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being a portion of Parcel B as shown on Tract Map No. 4111, recorded August 23, 2002, Official Records of Washoe County, Nevada, and being further described as follows:

An easement being 20.00 feet wide, 10.00 feet each side of the hereinafter described centerline.

**COMMENCING** at the southwest corner of aforesaid Parcel B, said point also being the southwest corner of aforesaid Section Thirty-one;

THENCE northerly coincident with the westerly line of said Parcel B, North 00°49'03" East, 109.31 feet to the **POINT OF BEGINNING**;

THENCE northeasterly departing said westerly line, North 50°06'12" East, 103.78 feet to the beginning of a curve to the right, concave southeasterly, and having a 70.00 foot radius,

THENCE 34.27 feet along the arc of said curve, through a central angle of 28°03'04";

THENCE North 78°09'15" East, 97.94 feet to the beginning of a curve to the right, concave southwesterly, and having a 70.00 foot radius;

THENCE 74.69 feet along the arc of said curve, through a central angle of 61°08'18";

THENCE South 40°42'27" East, 28.74 feet;

THENCE South 44°05'36" East, 121.81 feet to the beginning of a curve to the left, concave northeasterly, and having a 70.00 foot radius;

THENCE 17.21 feet along the arc of said curve, through a central angle of 14°05'19";

THENCE South 58°10'55" East, 25.02 feet to the beginning of a curve to the left, concave northerly, and having a 70.00 foot radius;

THENCE 66.87 feet along the arc of said curve, through a central angle of 54°44'04";

THENCE North 67°05'01" East, 85.67 feet to the beginning of curve to the left, concave northwesterly, and having a 70.00 foot radius;

THENCE 66.17 feet along the arc of said curve, through a central angle of 54°09'46";

THENCE North 12°55'15" East, 70.90 feet to the beginning of a curve to the right, concave southeasterly, and having a 70.00 foot radius;

THENCE 83.90 feet along the arc of said curve, through a central angle of 68°40'34";

THENCE North 81°35'49" East, 148.43 feet to a point coincident with the right of way of Mahogany Ridge Court as shown on aforesaid Tract Map No. 4111, said point is further described as being South 64°58'02" West, 50.50 from the radius point of said Mahogany Ridge Court, and also being the **POINT OF TERMINATION** and end of this description.

**NOTE:** The sidelines of the hereinbefore described centerlines shall be lengthened or shortened so as to intersect at all angle points, intersections, and the exterior boundary of the aforesaid Parcel B as shown on Tract Map No. 4111.

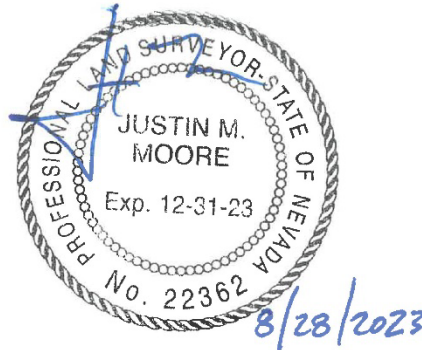
Containing 20,516 square feet of land, more or less.

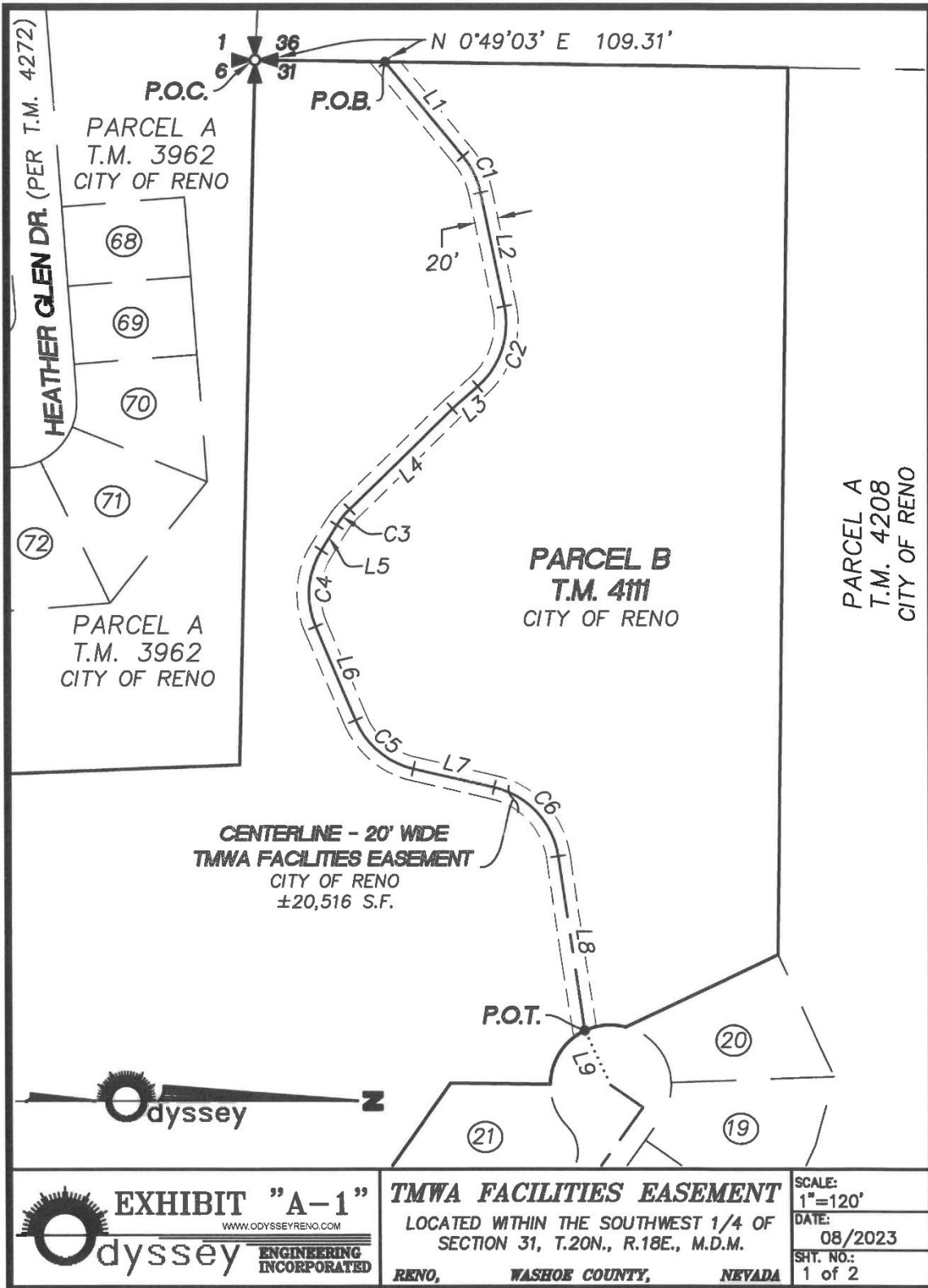
**SEE EXHIBIT A-1 and A-2** attached hereto and made a part hereof.

**BASIS OF BEARINGS** for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94 as shown on Tract Map No. 4111, recorded August 23, 2002, Official Records of Washoe County, Nevada.

Prepared By:

**ODYSSEY ENGINEERING, INC.**  
Justin M. Moore, P.L.S.  
Nevada Certificate No. 22362  
info@odysseyreno.com  
895 Roberta Lane, Suite 104,  
Sparks, NV 89431  
775-359-3303





PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 50°06'12" E	103.78'
L2	N 78°09'15" E	97.94'
L3	S 40°42'27" E	28.74'
L4	S 44°05'36" E	121.81'
L5	S 58°10'55" E	25.02'
L6	N 67°05'01" E	85.67'
L7	N 12°55'15" E	70.90'
L8	N 81°35'49" E	148.43'
L9	S 64°58'02" W	50.50'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	28°03'04"	70.00'	34.27'
C2	61°08'18"	70.00'	74.69'
C3	14°05'19"	70.00'	17.21'
C4	54°44'04"	70.00'	66.87'
C5	54°09'46"	70.00'	66.17'
C6	68°40'34"	70.00'	83.90'



# **TMWA FACILITIES EASEMENT**

LOCATED WITHIN THE SOUTHWEST 1/4 OF  
SECTION 31, T.20N., R.18E., M.D.M.

**RENO, WASHOE COUNTY, NEVADA**

SCALE:  
N/A  
DATE:  
08/2023  
SHT. NO.:  
2 of 2